



ONEIDA COUNTY BOARD OF LEGISLATORS

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

COMMUNICATIONS WITH DOCUMENTATION

April 12, 2017

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

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

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AVAILABLE ON WEBSITE ONLY
www.ocgov.net

**Petition by Oneida County, New York
Board of County Legislators
for Memorializing Petition**



F.N.

A MEMORIALIZING PETITION SUPPORTING THE ASSEMBLY MINORITY C.A.R.E.S. PLAN TO ASSIST THE DEVELOPMENTALLY DISABLED IN THE WORKFORCE

SPONSORS: Messrs. Paparella, Waterman, Koenig *Idz*,

FN 20 17-126
READ & FILED

WHEREAS, the Board of County Legislators supports the Assembly Minority Championing Aid, Rights, Equality, and Services (C.A.R.E.S.) Plan to protect the rights of people with developmental disabilities; and

WHEREAS, specifically, the Board supports employment for people with development disabilities who work in sheltered workshops; and

WHEREAS, sheltered workshops, or work centers, refer to entities that are authorized to employ workers with a developmental disability; and

WHEREAS, in 2007, an estimated 136,000 adults with disabilities attended sheltered workshops in 42 states across the country (source: Assembly Minority Championing Aid, Rights, Equality and Services (C.A.R.E.S.) Plan, page 5); and

WHEREAS, in Oneida County alone, this type of work has a significant economic impact as a number of local businesses contract with non-profit entities who employ individuals with developmental disabilities for various business needs ranging from packaging to assembling materials; and

WHEREAS, in 1999, the United States Supreme Court ruled in *Olmstead v. L.C.* that unjustified segregation of persons with disabilities constitutes discrimination; and Governor Cuomo in 2013, released a report with a blanket recommendation to transition people with disabilities into the community from, among other entities, sheltered workshops; and

WHEREAS, the Supreme Court decision specifically held that states are required to place persons with developmental disabilities in community settings when, “The affected person **does not oppose** the transfer from a supervised setting to a less restrictive setting”; and

WHEREAS, closing, or drastically changing sheltered workshops, without consulting individuals and families’ wishes on whether they would like to stay in supervised settings, is the wrong approach and many argue, goes against the intent of the decision which was to give individuals a *choice*; and

WHEREAS, according to the Assembly’s report, “At the Task Force forums, some individuals with disabilities stated that they prefer being with their friends in the sheltered workshops”; and

WHEREAS, as the C.A.R.E.S. Plan indicates, a one-size-fits-all approach does not work for the developmentally disabled community as each individual has their own need; and

WHEREAS, by January 2017, the New York State Office for People with Development Disabilities (OPWDD) mandated that all workshop providers submit a proposal outlining how they will transform the sheltered workshop into an integrated business which employs disabled and non-disabled individuals; and

WHEREAS, vastly changing workshops, without more discussion, is the wrong approach, and alternative options should be considered; and

WHEREAS, for these reasons, the Board supports the C.A.R.E.S. Plan to: 1) create post-schooling training programs for individuals with developmental disabilities to better prepare them for employment; 2) establish incentives for sheltered workshops to hire individuals without developmental disabilities; and 3) coordinate potential internship opportunities for individuals without developmental disabilities in sheltered workshops or other business models to promote integration; and

NOW THEREFORE BE IT HEREBY RESOLVED, that the Oneida County Legislature calls upon Governor Andrew Cuomo, and the New York State Legislature, to consider the preferences of individuals with developmental disabilities and their families before making blanket-wide decisions; and

BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail or email to the following:

New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Brian Miller, New York State Assembly Representative Ken Blankenbush, New York State Assemblyman Marc Butler, New York State Assembly Representative William Magee, County Executive Anthony Picente, Oneida County Commissioner of Social Services, Oneida County Commissioner of Mental Health Robin O'Brien, ARC Oneida-Lewis CEO Karen Korotzer and all others deemed necessary and proper.

Legislators Supporting Petition

Legislators Opposing Petition

1.	<i>Mr. Denton</i>	
2.	<i>J. David</i>	
3.	<i>John J. Daniels</i>	
4.	<i>Emil R. Paparella</i>	
5.		
6.	<i>Norm Leach</i>	
7.	<i>W. W. W.</i>	
8.	<i>Bin Mandel</i>	
9.	<i>Wayne R.</i>	
10.		
11.	<i>James P. Murphy</i>	
12.		
13.	<i>Chad Davis</i>	
14.	<i>William Goodman</i>	
15.	<i>Lou Washburn</i>	
16.	<i>Ed P. Welse</i>	
17.	<i>OR</i>	
18.		
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The enclosed petition represents the opinion of those members of the Board of County Legislators for the County of Oneida signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 23 members of the Board of County Legislators for the County of Oneida.

Date: March 8, 2017

**Petition by Oneida County, New York
Board of County Legislators
for Memorializing Petition**



READ & FILED

F.N.

2017-127

A MEMORIALIZING PETITION SUPPORTING LIMITS TO THE SAFE ACT IN NEW YORK CITY ONLY

SPONSORS: Messrs. Waterman, Koenig, Flisnik, Leach, Mandryck, *SCHIEBEL Idz*

WHEREAS, the Board of County Legislators supports the second amendment of the United States Constitution to support the right to bear arms; and

WHEREAS, in 2013, the New York State Governor issued a message of necessity to forgo the standard amount of time legislators are allowed to review a bill before they are asked to vote; and as a result the Secure Ammunition and Firearms Enforcement (SAFE) Act was passed with very little time to review the contents of the bill; and

WHEREAS, the bill is one of the most onerous and arduous gun laws in the nation, which many argue restricts hunting rights, more than it protects citizens; and

WHEREAS, many upstate counties have remained in steadfast opposition to the SAFE Act since its enactment; and

WHEREAS, these burdensome restrictions might make sense in a largely populated city like New York City, but in upstate, they are not necessary; and

WHEREAS, this bill would repeal the recertification requirements for pistol permits, drop a delayed database for background checks on ammunition sales and allow for the transfer of weapons to family members (for counties outside of New York City); and

WHEREAS, this bill would allow responsible gun owners to use guns and limit the restrictions to the City of New York only, where there are larger populations of individuals and virtually no hunting activity; and

WHEREAS, upstate businesses like Remington Arms in Ilion, will be able to manufacture guns that they were previously allowed to in New York State, instead of being forced to build a satellite office in the south; and

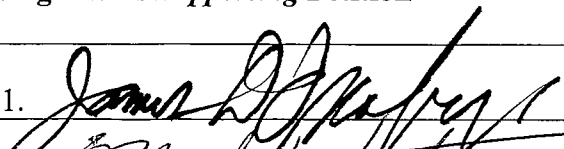

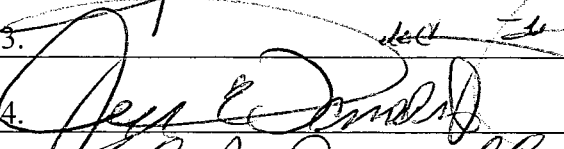
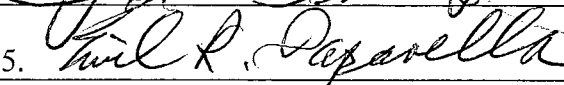
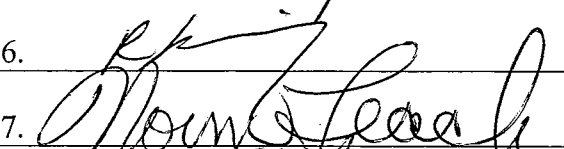


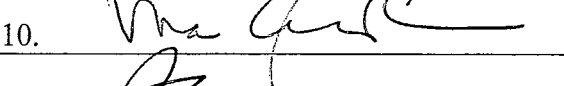

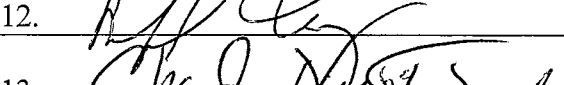
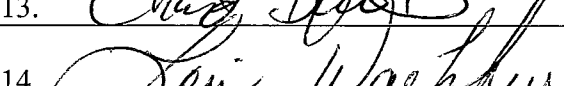
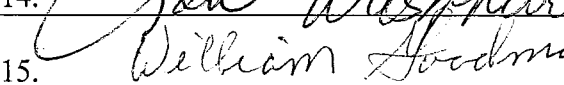
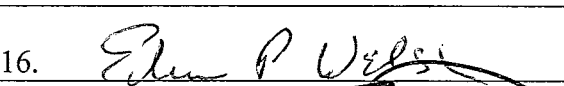
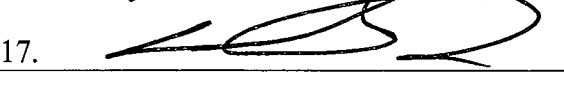
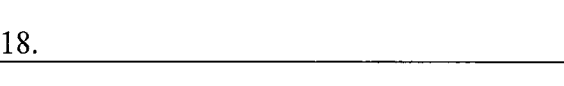
NOW THEREFORE BE IT HEREBY RESOLVED, that the Oneida County Legislature calls upon the Governor and the New York State Legislature to enact the following legislation A.6140 to limit the SAFE Act to New York City only; and

BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail or email to the following:

President Donald Trump, U.S. Senator Kirsten Gillibrand, U.S. Senator Charles Schumer, Congresswoman Claudia Tenney, New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Brian Miller, New York State Assembly Representative Ken Blankenbush, New York State Assemblyman Marc Butler, New York State Assembly Representative William Magee, County Executive Anthony Picente, Oneida County Director of Emergency Services Kevin Revere, and Oneida County Sheriff Robert Maciol and all others deemed necessary and proper.

Legislators Supporting Petition

Legislators Opposing Petition

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Date: March 8, 2017

**Petition by Oneida County, New York
Board of County Legislators
for Memorializing Petition**



F.N.

2017-128

**A MEMORIALIZING PETITION SUPPORTING SENATOR KIRSTEN GILLIBRAND'S SENIOR
FINANCIAL EMPOWERMENT ACT**

SPONSORS: Messrs. Paparella, Pratt, Waterman, Welsh, Convertino, Goodman, *Idz,*

READ & FILED

WHEREAS, the Board of County Legislators supports U.S. Senator Kirsten Gillibrand's Senior Financial Empowerment Act in an effort to protect seniors from potential scams; and

WHEREAS, in 2016, seniors accounted for nearly 33% of the 766,034 consumers who reported their age in complaints filed with the Federal Trade Commission (source: *USA Today*); and

WHEREAS, nationwide, financial exploitation cost seniors at least \$2.9 billion in 2010 (source: report by the MetLife Mature Market Institute); and

WHEREAS, Senator Gillibrand's bill will add new tools to prevent potential financial scams such as: creating a national hotline to advise seniors on how to report fraud, providing resources to fight financial abuse of seniors before it happens, standardizing and improving the way elder abuse is reported, and creating a National Senior Fraud Awareness Week in March; and

WHEREAS, if passed, the bill would encourage federal, state and local agencies, along with the AARP and other non-profits to work together to fight fraud by allowing the entities to share fraud-related information; and

WHEREAS, the bill would also provide for competitive grants to allow local agencies to hold informational seminars for seniors on preventing fraud; and

NOW THEREFORE BE IT HEREBY RESOLVED, that the Oneida County Legislature calls upon the United States Congress and the President to enact the Senior Financial Empowerment Act; and

BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail or email to the following:

President Donald Trump, U.S. Senator Kirsten Gillibrand, U.S. Senator Charles Schumer, Congresswoman Claudia Tenney, New York State Governor Andrew Cuomo, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Brian Miller, New York State Assembly Representative Ken Blankenbush, New York State Assemblyman Marc Butler, New York State Assembly Representative William Magee, County Executive Anthony Picente, Oneida County Director of Emergency Services Kevin Revere, Oneida County Commissioner of Social Services, Oneida County Commissioner for the Office of Aging Michael Romano, and Oneida County Sheriff Robert Maciol and all others deemed necessary and proper.

Legislators Supporting Petition

Legislators Opposing Petition

1. <i>James P. DeFoor</i>	
2. <i>Mark Blumenthal</i>	
3. <i>[Signature]</i>	
4. <i>Jim E. Smullin</i>	
5. <i>Emil R. Sappoella</i>	
6. <i>[Signature]</i>	
7. <i>Norm Spack</i>	
8. <i>[Signature]</i>	
9. <i>Kim Mandyk</i>	
10. <i>Ma Paul</i>	
11. <i>[Signature]</i>	
12. <i>Glad Durr</i>	
13. <i>[Signature]</i>	
14. <i>Joni Washburn</i>	
15. <i>Barbara Calandra</i>	
16. <i>William Goodman</i>	
17. <i>Philip M. Sacco</i>	
18. <i>Tor Ann Conventum</i>	
19. <i>Edu P. Wells</i>	
20. <i>[Signature]</i>	

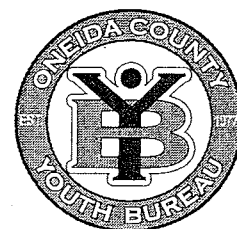
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Date: March 8, 2017



ONEIDA COUNTY YOUTH BUREAU

Oneida County Office Building 1st floor
800 Park Avenue • Utica, New York 13501
Phone: (315) 798-5027 • Fax: (315) 798-6438



ANTHONY J. PICENTE, JR.
County Executive

KEVIN M. GREEN
Director

March 16, 2017

FN 20 17-129

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

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

HEALTH & HUMAN SERVICES

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

WAYS & MEANS

Date 3/17/17

Dear Mr. County Executive:

The Oneida County Youth Bureau received additional funding from New York State which was above the amount originally budgeted for 2016. This additional funding came from two different funding sources; the first source was for the Runaway and Homeless Youth Program which is administered to various local agencies and the second source is Youth Development Programming which is administered to several local agencies and localities.

The funding for this cost center is all pass through funding which needs to be distributed to the various agencies and localities which help run the programs. In order to distribute this additional funding it will be necessary to do a supplemental appropriation. No additional County Funding will be necessary for this program.

I therefore request your Board approval for the following 2016 supplemental appropriation:

TO:

AA# A8830.4951 -Youth Service Programs – Youth Development Programs	\$ 2,845
AA# A8830.49556 -Youth Service Programs – Runaway & Homeless	5,881
AA# A8830.49557 -Youth Service Programs – Locality Programs	709
Total	\$ 9,435

This supplemental appropriation will be fully supported by revenue in:

RA# A3820 – State Aid – Locality Programs	\$ 7,172
RA# A3823 – State Aid – RHY	2,263
Total	\$ 9,435

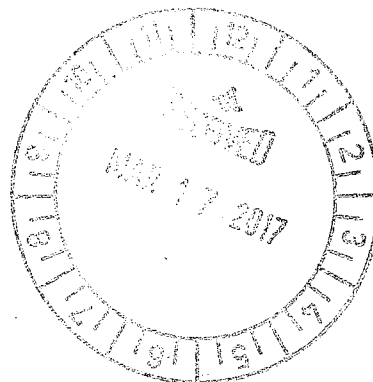
Thank you for your courtesies!

Respectfully submitted,

Kevin M. Green

Kevin M. Green
Youth Bureau Director

AJP: dg
CC: County Attorney
Comptroller
Budget Director





Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

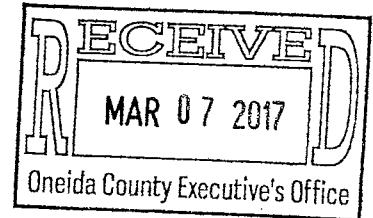
120 Airline St, Suite 201, Oriskany, NY 13424 Phone 315-798-5456 Fax 315-768-3658 E-mail. ofa@ocgov.net

February 28, 2017

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

FN 20 17-130

HEALTH & HUMAN SERVICES
WAYS & MEANS



Dear Mr. Picente:

Pursuant to the Board of Legislators Resolution #291 of 1977 and the Oneida County Charter and Administrative Code, I hereby recommend the following appointments to the Oneida County Office for the Aging and Continuing Care Advisory-Long Term Care Council.

Appointment to a three Year term expiring December 31, 2019:

Ms. Rose Ann Convertino
Oneida County Legislator
609 Blandina Street
Utica, New York 13501

Ms. Rebecca Ferris
5795 Military Rd
Renssen, New York 13438

Ms. Lucille Soldato
Commissioner
OC. Dept. Soc. Service
800 Park Ave
Utica, NY 13501

Ms. Kelly Walters, Exec. Dir.
Parkway Senior Center
220 Memorial Parkway
Utica, New York 13501

Mr. Jay Williams, Esq.
4-6 North Park Row
Clinton, New York 13323
Utica, NY 13501

Mr. Dave Lowetz
Resource for the Independent Living
1607 Genesee St
Utica, New York 13501

Mr. Craig Grant
Home Ownership Center
1611 Genesee St
Utica, New York 13501

Ms. Patricia King, RN
Rome Hospital
1500 N. James St
Rome, New York 13440

Mr. Emil Paperella
Oneida County Legislator
613 Locust Street
Utica, New York 13502

Appointment Ex-Officio:

Mr. Lisle Sanborn
6564 Dix Rd
Rome, NY 13440

The Federal Older Americans Act requires each Office for the Aging to establish an Advisory Council to represent the interests of senior citizens.

Therefore, I respectfully request that you approve these appointments and forward to the County Board of Legislators.

Sincerely,

Michael J. Romano
Director

MJR/kb



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

Anthony J. Picente, Jr.
County Executive

Date 3/8/17



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

120 Airline Street – Suite 201, Oriskany, NY 13424

Phone 315-798-5456

Fax 315-798-6444

E-mail. ofa@ocgov.net

August 23, 2016

FN 20 17-131

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

HEALTH & HUMAN SERVICES

Anthony J. Picente, Jr.
County Executive

WAYS & MEANS

Date 4/10/17

Dear Mr. Picente:

I am submitting the following Agreement between Oneida County, by and through its Office for the Aging and Continuing Care located at 120 Airline Street – Suite 201, Oriskany, New York 13424, and the Alzheimer's Disease and Related Disorders Association, Inc. – Central New York Chapter's d/b/a Alzheimer's Association Central NY Chapter, Inc. located at 441 W. Kirkpatrick St. Syracuse, NY 13204, for the Board of Legislators review and approval.

The purpose of this revenue generating Agreement is to allow the Oneida County Office for the Aging to provide respite services for caregivers of individuals with Alzheimer's and other Dementia Related Disorders; as referred by the Alzheimer's Association – Central New York Chapter. The terms of this Agreement will commence January 1, 2017 and will terminate December 31, 2020.

I am available at your convenience to answer any questions you may have regarding this Agreement.

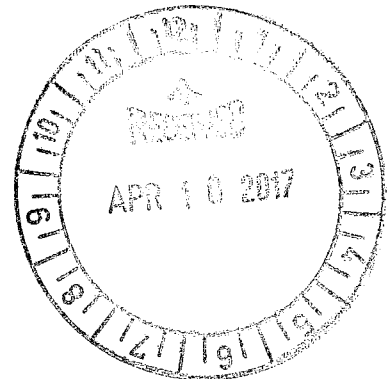
Sincerely,

m. romano

Michael J. Romano
Director

MJR/kb

Enclosures



Oneida County Department:

Office for the Aging

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u> X </u>

**ONEIDA COUNTY OFFICE FOR THE AGING
CONTRACT SUMMARY**

Name of Proposing Organization: The Alzheimer’s Disease and Related Disorders Association, Inc.-Central New York Chapters d/b/a Alzheimer’s Association Central NY Chapter Inc. 441 W. Kirkpatrick Street. Syracuse, New York 13204

Type of Activity or Service: Respite Services

Proposed Dates of Operation: January 1, 2017 - December 31, 2020

Client Population/Number to be Served:

1. Narrative Description of Proposed Services

- The purpose of this Agreement is to provide respite services for caregivers that will offer care and support to individuals with Alzheimer’s Disease and Dementia Related Disorders.

2. Program/ Service Objectives and Outcomes

- The Caregiver Support Program will afford caregivers with an interval of relief by providing time for them to engage in necessary and important functions, including but not limited to, social activities, attending appointments, worship and other family activities.

Program Design and Staffing Level: N/A

Total Funding Requested: \$182,000.00

Oneida County Department Funding Recommendations: \$182,000.00

Proposed Funding Source: Account A6772.495135

Federal – 0% State - 0 % County – 0% Other-100%

Cost Per Client Served: Approximately 185 clients are expected to be served with this Agreement making the cost per client \$1,000.00.

Past Performance Data:

**AGREEMENT
BETWEEN
ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION, INC.
D/B/A ALZHEIMER'S ASSOCIATION, CENTRAL NEW YORK CHAPTER
AND ONEIDA COUNTY**

This Agreement by and between the Alzheimer's Disease and Related Disorders Association, Inc. dba Alzheimer's Association, Central New York Chapter, hereinafter known as the "**Chapter**," is a not-for-profit corporation, with its principal place of business located at 441 W. Kirkpatrick Street, Syracuse, New York 13204, and the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its office and principal place of business located at 800 Park Ave, Utica, New York 13501, by and through its department of Office for Aging and Continuing Care, located at 120 Airline Street, Suite 201, Oriskany, New York 13424, hereinafter known as the "**Subcontractor**," collectively, the Parties.

WITNESSETH:

WHEREAS, the Chapter was awarded a grant from the New York State Department of Health ("NYSDOH") to expand and enhance Alzheimer's caregiver respite services throughout the Central New York Region, and

WHEREAS, this initiative will enable the Chapter to bring additional resources to the community for Alzheimer's caregivers, as well as working with community partners to enhance services, and

WHEREAS, the Agreement will allow the Oneida County Office of the Aging to become a Subcontractor to the Chapter and offer respite services within Oneida County, and

WHEREAS, the Oneida County Board of Legislators has approved this Agreement.

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

1. PURPOSE

- 1.1 The purpose of this Agreement is to formally establish an Agreement and terms as required by the NYSDOH Alzheimer's Caregiver Support Initiative ("CSI") Grant Contract. The CSI Grant Contract includes funds to provide Respite Services to the residents of fifteen (15) counties considered to be part of the Central New York Region including, Oneida County.
- 1.2 Respite provides relief to those who care for individuals with Alzheimer's disease or other dementias. Time away from caregiving responsibilities is essential to their own well-being and allows them to refresh and reduce caregiver stress and can help ensure that those with Alzheimer's remain at home as long as possible.
- 1.3 Attached hereto and incorporated herein is **ATTACHMENT B**, a copy of the letter of support from NYSDOH and the CSI Grant Contract for this program, between the NYSDOH and the Chapter. This Agreement is meant to outline the Respite Services scholarship program requirements and reporting requirements as dictated by NYSDOH.
- 1.4 The Chapter is a Contractor to the NYSDOH. The CSI Grant Contract requires the Chapter to subcontract funds to county offices of aging, including Oneida County's Office of the Aging.

2. TERM OF AGREEMENT

- 2.1 The NYSDOH CSI Grant Contract is a four (4) year program. The term of this Agreement shall commence January 1, 2017 and shall terminate on December 31, 2020.

3. SCOPE OF SERVICES/ WORK PLAN

- 3.1 The Scope of Services/Workplan for the year 2017 is more fully defined in **ATTACHMENT A** that is attached hereto and incorporated herein.
- 3.2 The Subcontractor intends to assign this Agreement to the North Utica Senior Citizens Recreation Center, Inc., 50 Riverside Drive, Utica, New York 13502. The Senior Center provides fiscal intermediary services for certain programs for the Subcontractor, that include flexible consumer-directed care using budget based care plans provided by program coordinators, consumers and caregivers.
- 3.3 The Subcontractor shall ensure that the Senior Center complies with the terms of this Agreement and the CSI Grant Contract. The Chapter shall provide any updates

to **ATTACHMENT A** to the subcontractor immediately following approval by NYSDOH.

4. RESPITE PROGRAM QUALIFICATIONS REQUIREMENTS

- 4.1 Persons receiving Respite Services must have a diagnosis of Alzheimer's or a related dementia.
- 4.2 A combination of day and overnight Respite may be provided. Respite is intended to be episodic in nature and not ongoing custodial care.
- 4.3 Access to funds shall **not** be income based.
- 4.4 A caregiver or person with dementia must have an address located within Oneida County.
- 4.5 A caregiver may receive up to 120 hours of Respite Services from this funding source in a one year period. This stipulation is on the caregiver not the person with dementia.
- 4.6 The Subcontractor shall have a personnel policy whereby all staff sign and abide by a confidentiality agreement.
- 4.7 The Subcontractor shall provide the Chapter any information necessary for NYSDOH to determine that the Subcontractor is a responsible vendor.
- 4.8 The Subcontractor shall submit proof of New York State Workers Compensation and Disability Insurance as required by NYSDOH.

5. REPORTING REQUIREMENTS

- 5.1 The Parties understand and agree, as this is new funding provided by NYSDOH; the Chapter has been notified that data collection, both quantitative and qualitative will be evolutionary with the goal of providing an accurate assessment of how the funds are impacting the lives of the residents of New York State/Central New York Region. Therefore, the Parties agree and understand the reporting mechanism for this type of data, will likely change throughout the four (4) year term.
- 5.2 As of January 1, 2017, all demographic information requested is outlined on the Sign-In Sheet provided to Subcontractor and is attached and incorporated herein as **ATTACHMENT D**. The Current focus is on caregiver demographics. Every effort should be made by the Subcontractor to obtain all requested demographic data.

- 5.3 As of January, 1 2017, basic qualitative information is being requested in the form of a narrative as depicted in **ATTACHMENT E** that is attached and incorporated herein. The Chapter anticipates that this will change in years 2 – 4 of this Agreement and CSI Grant Contract term as NYSDOH is determining next steps for qualitative review of the CSI Grant Contract. The Subcontractor shall continue to use its best practices and report to the Chapter using the narrative section of the reporting tool.
- 5.4 Contractor shall submit reports no later than the 15th day after the close of the month, at the same time schedule as vouchers.
- 5.5 The Subcontractor shall provide release of information documentation that shall be signed by the caregiver(s) naming the Chapter as an authorized agency to legally allow access to documentation, demographic and program evaluation data.
- 5.6 The Chapter shall designate a liaison to the Subcontractor for this Agreement and shall provide tools for collecting and reporting required demographic data from project participants, as required by **ATTACHMENT A**.

6. **FUNDING**

- 6.1 The Chapter was awarded a Seven Million Dollar (\$7,000,000) CSI Grant to be disbursed over a 5 (five) year period from the NYSDOH to expand and enhance Alzheimer's caregiver support services throughout the Central New York Region.
- 6.2 The Parties did not enter into a contractual relationship for Year 1 of the CSI Grant, and therefore no services were provided for Year 1.
- 6.3 The Parties understand and agree neither this Agreement, nor the Chapter's CSI Grant Contract with the NYSDOH, creates a contractual relationship between the Subcontractor and the State.
- 6.4 The obligations of the Parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State officials fail to approve sufficient funds for completion of the services set forth in this Agreement, the Chapter shall have the option to immediately terminate this Agreement upon providing written notice to the Subcontractor by certified mail. In

such an event, the Chapter shall be under no further obligation to the Subcontractor other than payment for costs actually incurred prior to termination.

- 6.5 The Subcontractor is subject to audit by the Chapter and/or NYSDOH upon written their request. Upon signing this Agreement, the Subcontractor agrees to provide any requested documentation and other information relevant for auditing purposes. The Subcontractor shall cooperate with the close-out audit that is required when this Agreement is terminated.

7. REIMBURSEMENT FOR SERVICES

- 7.1 Attached hereto and incorporated herein is **ATTACHMENT C** which outlines the Alzheimer's Respite Grant 5 Year Budget, established for the four (4) year term. The total amount for this Agreement shall not exceed One Hundred Eighty Two Thousand Dollars (\$182,000.00).

8. VOUCHERING AND REIMBURSEMENT STANDARDS

- 8.1 The Subcontractor shall submit vouchers on the 15th day after the close of the month.
- 8.2 The first voucher is due **February 15, 2017**.
- 8.3 The Subcontractor agrees and understands that it must submit vouchers in a timely manner.
- 8.4 The Subcontractor understands any late vouchers may jeopardize a Subcontractor's ability to be reimbursed on this timeline. Vouchers cannot be paid if reports, as defined below, have not been submitted.
- 8.5 The Chapter shall submit quarterly vouchers to NYSDOH. Payment will be made to the Subcontractor within thirty (30) days following the receipt of funds by the Chapter from NYSDOH.
- 8.6 Vouchers shall include:
- 8.6.1 Backup documentation for all expenses, regardless of amount;
 - 8.6.2 Administration dollars can total no more than 10% of total Subcontract per year;
 - 8.6.3 Vouchers shall have exact numbers. There shall be no rounding up or down;

8.7 Subcontractor shall submit vouchers via email. The email to submit voucher is cnygrantreporting@alz.org .

8.8 If the Subcontractor must send vouchers via United States Postal Service, hard copies shall be single sided and shall not be stapled.

9. CANCELLATION OF AGREEMENT

9.1 This Agreement may be modified by mutual consent of authorized officials from the Chapter and the Subcontractor. This Agreement shall become effective upon signature by the authorized officials from the Chapter and Subcontractor and shall remain in effect until modified or terminated by any one of the Parties by mutual written consent. A Party shall give Thirty (30) days notice if terminating this Agreement via certified mail. In the absence of mutual termination by the authorized officials from the Chapter and the Subcontractor, this Agreement shall end on December 31, 2020.

10. NOTICES

10.1 All notices to be given under this Agreement shall be in writing and shall be served either personally, by facsimile, by deposit with an overnight courier with charges prepaid or by deposit in the United States mail, first-class postage prepaid by registered or certified mail, addressed to the Parties at the address or facsimile number stated below or at any other address as designated by one party upon notice to the other party. Any such notices shall be deemed to have been given (a) upon the first business day following facsimile receipt; (b) one (1) business day after deposit with an overnight courier; or (c) three (3) business days after deposit in the United States mail.

10.2 If to the Subcontractor: Oneida County Office for the Aging/Continuing Care
Michael J. Romano, MA|Director 120 Airline Street Oriskany, New York 13424.
Fax Number: (315) 768-3658.

10.3 With copy to: Peter M. Rayhill, County Attorney Oneida County Department of
Law 800 Park Avenue Utica, New York 13501. Fax Number: (315) 798-5603.

10.4 If to Chapter: Catherine James, Chief Executive Officer Alzheimer's Association,
Central New York Chapter, 441 West Kirkpatrick Street, Syracuse, NY 13204.
Fax Number: (315)-472-4202.

10.5 With copy to: Christine Foh, Vice President & General Counsel Alzheimer's Association, 225 N. Michigan Avenue, Ste. 1700, Chicago, IL 60601

11. SERVICE OF PROCESS

11.1 Chapter expressly agrees that in the event an action is filed in a Court of Competent Jurisdiction in Oneida County, New York, service of said action shall be made in accordance with New York State Civil Practice Law and Rules Section 311, New York State Business Corporation Law Section 306, and/or New York State Business Corporation Law Section 307, and such service shall be deemed good and sufficient.

12. ENTIRE AGREEMENT

12.1 This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

12.2 Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all Parties.

13. INCORPORATION BY REFERENCE

13.1 All exhibits, addenda, appendices and attachments to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

14. NON WAIVER

14.1 No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

15. SUCCESSORS AND ASSIGNS

15.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

16. SEVERABILITY

16.1 If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be

reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

17. AUTHORITY TO ACT/SIGN

17.1 The Chapter hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by Chapter of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the Chapter; no other action on the part of the Chapter or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the Chapter to enter into this Agreement, or to consummate the transactions contemplated herein.

18. ADVICE OF COUNSEL

18.1 Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK



**Department
of Health**

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

February 26, 2016

Catherine James
CEO
Alzheimer's Disease & Related Disorders Association
Central New York Chapter, Inc.
441 West Kirkpatrick Street
Syracuse, NY 13204

Re: RFA # 1510130347
Alzheimer's Disease Caregiver Support Initiative
Reissue for the Central NY Region

Dear Ms. James:

Congratulations! I am writing to inform you that the proposed project, *AlzREACH: Respite, Engagement, Awareness, Consultation, and Hope*, has been selected for an award under the above-referenced Request for Applications (RFA). Selection was based on a competitive review and evaluation of your organization's response to this RFA, which was released in October 2015.

The award amount is \$7,000,000 for the anticipated contract period of May 1, 2016 through December 31, 2020.

Final grant awards are contingent on the review and approval of the Office of the State Comptroller.

We look forward to working with you on the successful implementation of the project. If you have any questions, please call Elizabeth Berberian at (518) 486-6562.

Sincerely,

Mark L. Kissinger
Director, Division of Long Term Care
Office of Health Insurance Programs

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): Department of Health Department of Health Corning Tower Empire State Plaza Albany, NY 12237</p>	<p>BUSINESS UNIT/DEPT. ID: DOH01 CONTRACT NUMBER: DOH01-C31308GG-3450000 CONTRACT TYPE: <input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME: ALZHEIMERS DISEASE AND RELATED DISORDERS</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME: Alzheimers Disease and Related Disorders Association of CNY</p>	<p>PROJECT NAME: AlzREACH: Respite, Engagement, Awareness, Consultation, and Hope</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000017753 Federal Tax ID Number: 363487171 DUNS Number (if applicable): 090538047</p>	<p>AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 441 WEST KIRKPATRICK ST SYRACUSE, NY 13204</p> <p>CONTRACTOR PAYMENT ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: 03-9922</p> <p>Exemption State/Code: <input type="checkbox"/> Sectarian Entity</p>

Contract Number: # DOH01-C31308GG-3450000

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Master Grant Contract, Face Page

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STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: From: 05/01/2016 To: 12/31/2020</p> <p>CURRENT CONTRACT PERIOD: From: 05/01/2016 To: 12/31/2020</p> <p>AMENDED TERM: From: To:</p> <p>AMENDED PERIOD: From: To:</p>	<p>CONTRACT FUNDING AMOUNT (Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):</p> <p>CURRENT: \$7,000,000.00</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 AND FUNDING AMOUNT:
(Out years represents projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	05/01/2016-12/31/2016	\$1,000,000.00		
2	01/01/2017-12/31/2017	\$1,500,000.00		
3	01/01/2018-12/31/2018	\$1,500,000.00		
4	01/01/2019-12/31/2019	\$1,500,000.00		
5	01/01/2020-12/31/2020	\$1,500,000.00		

Contract Number: # DOH01-C31308GG-3450000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

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

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

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other: Attachment M
Attachment H

Contract Number: # DOH01-C31308GG-3450000

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Master Grant Contract, Face Page

RHH

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

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

CONTRACTOR:

ALZHEIMERS DISEASE AND RELATED DISORDERS

By: Catherine James

Printed Name

Title: Chief Executive Officer

Date: 07/14/2016

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

STATE AGENCY:

Department of Health

By: Mark Kissinger

Printed Name

Title: Director, Division of Long Term Care

Date: 07/14/2016

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: Benjamin Maggi

Printed Name

Title: Assistant Attorney General

Date: 07/20/2016

STATE COMPTROLLER'S SIGNATURE

By: Carol O'Connor

Printed Name

Title: Contract Management Specialist 4

Date: 09/28/2016

Contract Number: # DOH01-C31308GG-3450000

**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: # DOH01-C31308GG-3450000
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OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

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

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

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

J. Notice:

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

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

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

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

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

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

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

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

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

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

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

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

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

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

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

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

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

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

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

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

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II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or
 - (ii) certified mail, return receipt requested and first class mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

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

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(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

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

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

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

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

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

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

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

D. Property:

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

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

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

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

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

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

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

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

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

E. Records and Audits:

1. General:

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

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

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

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

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

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

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

2. Cost Allocation:

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

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

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

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

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

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

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

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

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

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

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

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

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

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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, 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 federal grant requirements regarding administration and allowable costs:

a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

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

a) If the contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised,

which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports that are not received by the dates due, the following steps shall be taken:

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

b) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

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

J. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

K. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national

origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

M. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

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

1. Workers' Compensation, for which one of the following is incorporated into 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:

**NYS Department of Health
Alzheimer's Program
One Commerce Plaza, Suite 1620
Albany, NY 12210**

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: Lindsay Kelly

Title: Alzheimer's Program

Address: One Commerce Plaza, 99 Washington Ave., Albany, NY 12210

Telephone Number: 518.486.6562

Facsimile Number: 518.474.1428

E-Mail Address: Lindsay.Kelly@health.ny.gov

Vendor/Grantee

Vendor/Grantee notices shall be addressed to the Executive Director at the address listed within "Contractor Primary Mailing Address" on Page 1 of 2, Master Grant Contract, Face Page.

Part B. Program Specific Clauses

Attachment A-1 Part B intentionally omitted.

Attachment C

Oneida County Office for the Aging/Continuing Care
Alzheimer's Respite Grant 5 Year Budget – January 1, 2017 – December 31, 2020
Year 1- Not applicable.

Year 2 - 2017

Total Budget	45500
Admin Funds (10%)	4550
Respite Funds	40950
Number of Scholarships	40
Number of Hours	2000

Year 3 - 2018

Total Budget	45500
Admin Funds (10%)	4550
Respite Funds	40950
Number of Scholarships	40
Number of Hours	2000

Year 4 - 2019

Total Budget	45500
Admin Funds (10%)	4550
Respite Funds	40950
Number of Scholarships	40
Number of Hours	2000

Year 5 - 2020

Total Budget	45500
Admin Funds (10%)	4550
Respite Funds	40950
Number of Scholarships	40
Number of Hours	2000

Total

Total Budget	\$182,000
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Total Consumers to be served	160
------------------------------	-----

SIGN-IN FORM

Today's Date:
Month Day Year

Salutation/Title: _____ First Name: _____ Last Name: _____

Address: _____ City/State: _____ Zip Code: _____

Email: _____ Phone (____) _____

The information below is confidential and will help us identify the needs of those affected by dementia.

Your Information

1. Your Date of Birth:
Month Day Year

2. Your Gender: Female
 Male Transgender

3. Check your highest level of education:
 Less than a high school degree
 High school graduate (or equivalent)
 Some college or an associate's degree
 Bachelor's degree
 Post/professional degree

4. Your Race/Ethnicity (please mark all that apply and specify):
 American Indian: _____
 Asian: _____
 Black/African American: _____
 Hispanic: _____
 Native Hawaiian/Pacific Islander: _____
 White/Caucasian: _____
 Other: _____

5. What is your primary/preferred language?
 English
 Other (please specify) _____

6. How did you hear about our services?

7. Please choose which one best describes you:
 Person with dementia
 Relative/Friend of someone with dementia
(please specify your relationship): _____
 Other (please specify) _____

8. Would you consider where you live to be...
 Urban
 Suburban, or
 Rural

These next questions will help us better plan for the individual needs and for the overall needs of the community we serve.

9. Your annual household income range:
 Less than \$25,000 \$75,000 - \$99,999
 \$25,000 - \$49,999 \$100,000 - \$249,999
 \$50,000 - \$74,999 \$250,000 +

10. Do you identify as: Heterosexual/Straight
 Gay/Lesbian
 Bisexual
 Other

11. What, if any, is your religious preference?

Diagnosis Information for Person with Dementia

12. Approximately when did you first notice symptoms of dementia?
Month Year

13. If dementia has been diagnosed, please indicate the approximate date of diagnosis:

Month Year

14. Please indicate diagnosis:
 No diagnosis received
 Unspecified Dementia
 Alzheimer's Disease
 A related dementia (if known, please specify): _____

Please complete this page **ONLY IF** you provide care for a friend or family member with dementia. Providing care may include helping with personal needs or household chores, arranging for outside services, managing finances, providing companionship, or providing transportation.

Caregiver Details

15. In an average week, about how many hours do you spend providing care for your friend or family member with dementia? Would you say...

- Up to 8 hours per week
 9 to 19 hours per week
 20 to 39 hours per week
 40 hours or more
 Don't Know

16. How long have you been providing care for someone with dementia?

- Less than 1 year
 1 to < 2 years
 2 to < 5 years
 5 years or more

17. Has anyone else provided care to your [relation] in the past 12 months? (check all that apply)

- Yes, another friend or family member helped
 Yes, a paid professional provided care
 No

18. Do you consider yourself to be the primary caregiver or the person who provides the most care to your family member or friend?

- Yes No

19. Where does the person you care for live?

- Alone in home
 Assisted living/Residential Care
 Skilled Nursing Home
 Lives with family
 Lives with friend
 Other, please specify _____

20. How far do you live from the person you care for?

- Person I care for lives with me
 Less than 20 minutes away
 20 minutes to 1 hour away
 > 1 hour to 2 hours away
 More than 2 hours away

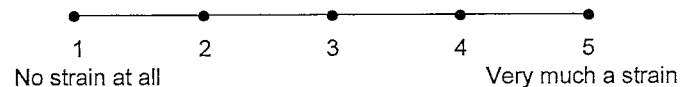
21. What is your employment status?

- Full time
 Part Time/ Temporary
 Retired
 Student
 Unemployed

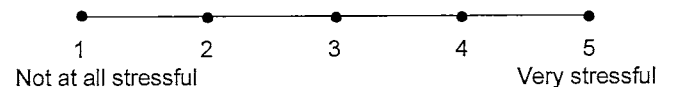
22. As a result of your caregiving responsibilities did you? (check all that apply)

- Leave your job
 Change jobs
 Cut back on hours at work
 Increase the number of hours worked
 Does not apply/No changes
 Other, please specify _____

23. How much of a physical strain would you say caring for your friend or family member is for you? (please circle the appropriate number on the scale)



24. How emotionally stressful would you say that caring for your friend or family member is for you?



Person with Dementia's Information

25. Person with Dementia's Date of Birth:

Month		Day		Year			

26. Person with Dementia's Gender:

- Female Transgender
 Male

27. Did the person you care for serve in the military?

- Yes No

28. Person with Dementia's Race/Ethnicity (please mark all that apply and specify):

- American Indian: _____
 Asian: _____
 Black/African American: _____
 Hispanic: _____
 Native Hawaiian/Pacific Islander: _____
 White/ Caucasian: _____
 Other: _____

29. Person with Dementia's Zip Code: _____

0									
\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

Objective and Performance Measures	Activities Briefly describe work completed to achieve the objective, incorporate tasks completed, resources needed, and outcomes related to each stated objective that occurred during this month only.
<p>Objective 1: By 12/31/16, AAA will provide respite scholarship program providing established hours for respite care paid for through scholarships across the designated county for in-home and community based services.</p>	

Notable Success

Provide a detailed narrative of this month's notable successes, including stories of how your work has had meaningful influence on the lives of individual caregivers, that demonstrate your program's accomplishments and strengths.

Accomplishments Note any accomplishments that improved activities related to this objective during this month only.	Barriers Encountered Note any obstacles that impacted activities related to this objective during this month only and strategies used to address those barriers.

STATE OF NEW YORK WORKERS'
COMPENSATION BOARD

**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION
COUNTY SELF-INSURANCE PLAN**

<p>1a. Legal name and address of participant in County Self-Insurance Plan</p> <p>Oneida County Office for the Aging 120 Airline Street – Suite 201 Oriskany, New York 13424</p> <p>1b. Effective date of membership in the Plan <u>5/16/56</u></p>	<p>1c. Telephone number of participant</p> <p>(315) 768-3641</p> <p>1d. NYS Unemployment Insurance Employer Registration Number of participant</p> <p>1e. Federal Employer Identification Number of participant</p> <p>15-6000460</p>
<p>2. Name and Address of the Entity Requesting Proof of coverage</p> <p>Alzheimers Association Central New York chapter 441 Kirkpatrick Street Syracuse, NY 13204</p>	<p>3. Name and address of County Self-Insurer</p> <p>Oneida County Self-Insurance Plan 800 Park Avenue Utica, New York 13501</p>

This certifies that the participant referenced above is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the County Self-Insurance Plan listed above and participation in such County Self-Insurance Plan is still in force. The County Self-Insurer's Administrator will send this Certificate of Participation to the certificate holder listed in box 2.

If the membership of the participant listed in box 1a is terminated, the County Self-Insurer's Administrator will notify the certificate holder within 10 days of termination. (These notices may be sent by regular mail.) Otherwise, this certificate is valid for a maximum of one year from the date certified by the county self-insurer.

If this certificate is no longer valid according to the above guidelines and the participant referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the participant must provide the certificate holder either with a new certificate or other authorized proof the participant is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

The County Self-Insurer must file this certificate with the Workers' Compensation Board's Self-Insurance Office. (See reverse.)

Under penalty of perjury, I certify that I am an authorized representative of the County Self-Insurer referenced above and that the participant has the coverage as depicted on this form.

Certified by: Michael L. Lally
(Print name of authorized representative of County Self-Insurer)

Certified by: *Michael L. Lally* 5/18/16
(Signature) (Date)

Title: Director of the Oneida County Self-Insurance Plan

Telephone Number: 315-798-5688

WORKERS' COMPENSATION LAW

Section 57 Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Please Note: This certificate is valid for a maximum of one year from the date this form is approved by the authorized representative of the County Self-Insurance Plan. After that date, if the participant continues to be named on a permit, license or contract issued by the above government entity, the participant must provide that government entity with a new certificate. The participant must also provide a new certificate upon notice of cancellation or change in status of such participation in the County Self-Insurance Plan.

The County Self-Insurer must file a copy of this certificate with the Workers' Compensation Board Self-Insurance Office at the address listed below.

Workers' Compensation Board
Self-Insurance Office-3rd Floor
328 State Street
Schenectady, NY 12305

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through August 26, 2016.

Selected Entity Name: ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION, CENTRAL
NEW YORK CHAPTER, INC.

Selected Entity Status Information

Current Entity Name: ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION, INC. -
CENTRAL NEW YORK CHAPTER

DOS ID #: 929148

Initial DOS Filing Date: JULY 10, 1984

County: ONONDAGA

Jurisdiction: NEW YORK

Entity Type: DOMESTIC NOT-FOR-PROFIT CORPORATION

Current Entity Status: INACTIVE - Merged Out (Jul 01, 2016)

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION, INC. - CENTRAL NEW YORK
CHAPTER
441 WEST KIRKPATRICK STREET
SYRACUSE, NEW YORK, 13204

Registered Agent

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors,

and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

of Shares Type of Stock \$ Value per Share
No Information Available

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
AUG 22, 2001	Actual	ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION, INC. - CENTRAL NEW YORK CHAPTER
OCT 27, 1987	Actual	ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION, CENTRAL NEW YORK CHAPTER, INC.
JUL 10, 1984	Actual	ALZHEIMERS DISEASE AND RELATED DISORDERS ASSOCIATION OF SYRACUSE AND CENTRAL NEW YORK, INC.

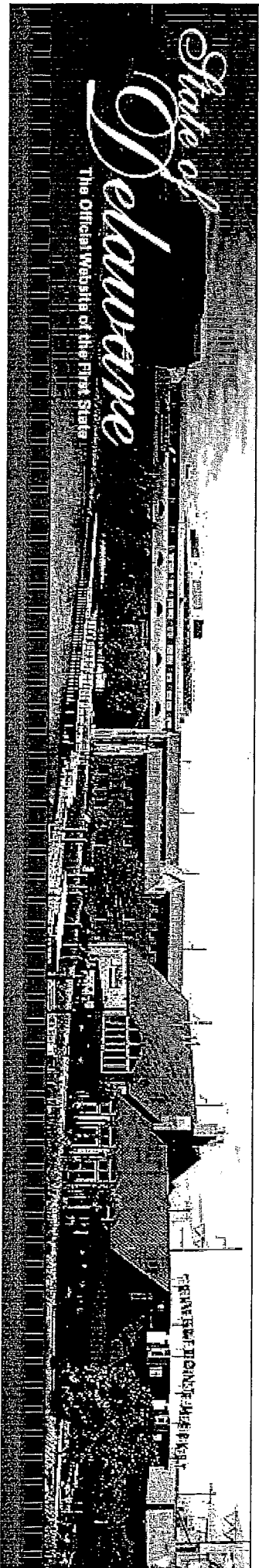
A Fictitious name must be used when the Actual name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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RHH



Department of State: Division of Corporations

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- Entity Search Status
- Validate Certificate
- Customer Service Survey

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- Corporate Forms
- Corporate Fees
- UCC Forms and Fees
- Taxes
- Expedited Services
- Service of Process
- Registered Agents
- GetCorporate Status
- Submitting a Request
- How to Form a New Business Entity
- Certifications, Apostilles & Authentication of Documents

PHH

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Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number: 890335 **Incorporation Date:** 4/10/1980
Formation Date: (mm/dd/yyyy)

Entity Name: ALZHEIMER'S DISEASE AND RELATED DISORDERS ASSOCIATION, INC.

Entity Kind: Corporation **Entity Type:** Exempt

Residency: Domestic **State:** DELAWARE

REGISTERED AGENT INFORMATION

Name: CORPORATE CREATIONS NETWORK INC.

Address: 3411 SILVERSIDE RD #104 RODNEY BUILDING

City: WILMINGTON **County:** New Castle

State: DE **Postal Code:** 19810

Phone:

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

RHH



Oneida County

Anthony J. Picente, Jr.
County Executive

Office for the Aging & Continuing Care

Michael J. Romano
Director

120 Airline Street – Suite 201, Oriskany, NY 13424

Phone 315-798-5456

Fax 315-798-6444

E-mail. ofa@ocgov.net

March 6, 2017

FN 20 17132 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.
County Executive

HEALTH & HUMAN SERVICES
WAYS & MEANS Date 3/30/17

Dear Mr. Picente:

I am submitting the following Agreement between Oneida County Office for the Aging and Continuing Care and the Veteran's Health Association for your review and approval.

The purpose of this revenue generating Agreement is to continue to allow the Oneida County Office for the Aging and Continuing Care to provide flexible consumer-directed services that will assist Veteran consumers to remain in the least restrictive environment. The total amount of this 5-year Agreement is \$625,000.00, and will be paid in annual increments of \$125,000.00. The terms of this Amendment will commence January 1, 2017 and terminate December 31, 2021.

If this Agreement meets with your approval, please forward to the Board of Legislators for further consideration at their earliest opportunity.

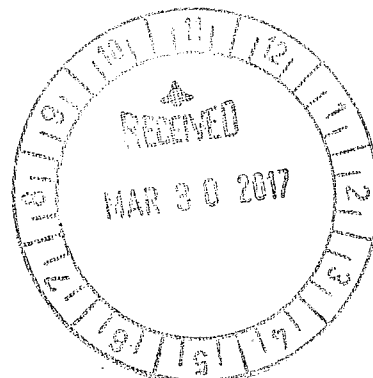
I am available at your convenience to answer any questions you may have regarding this Agreement.

Sincerely,

Michael J. Romano
Director

MJR/jc

Enclosures



Oneida Co. Department: Aging and Continuing Care

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Veteran's Health Administration
Syracuse VA Medical Center
800 Irving Ave.
Syracuse, NY 13210

Title of Activity or Service: Veteran Directed Home Community Based Services (VDHCBS)

Proposed Dates of Operation: January 1, 2017 – December 31, 2021

Client Population/Number to be Served: Eligible Veterans

Summary Statements

1) Narrative Description of Proposed Services

Allows the Veteran's Health Association to purchase community-based services from the Oneida County Office of the Aging and Continuing Care. Services include care coordination, budget-based consumer directed care plans and the provision of services selected by the consumer and caregiver with the goal of diverting institutional placement.

2) Program/Service Objectives and Outcomes:

Provide flexible consumer-directed services that will assist the Veteran consumer to remain living in the least restrictive environment through services and programs coordinated by Oneida County's Office for the Aging and Continuing Care.

3) Program Design and Staffing

N/A

Total Funding Requested: \$625,000.00 **Account #** A4778

Oneida County Dept. Funding Recommendation: \$625,000.00

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

Federal: 100% (\$625,000.00) State: 0% (\$0) County: 0% (\$0)

Cost Per Client Served: approximately \$7,500.00 per year per client

Past Performance Data: Oneida County Office for the Aging and Continuing Care has been providing services to Veteran's through this program since 2010. This Agreement only modifies the rates.

O.C. Department Staff Comments:

A. GENERAL

1. In accordance with section 101 of the Veterans Access, Choice, and Accountability Act of 2014 (the Act) (Public Law 113-146, 128 Stat. 1754), as amended, and 38 C.F.R. §§ 17.1500-1540, the Department of Veterans Affairs (VA) shall pay for non-VA hospital care and medical services that are authorized by VA for eligible Veterans.
2. In order to receive payment for hospital care or medical services furnished under the Veterans Choice Program, the non-VA hospital care or medical services provider (hereafter "provider") shall sign this agreement to provide eligible Veterans with hospital care and/or medical services authorized by VA. The term provider includes dental services providers and the term medical services shall be deemed to include dental services.
3. The provider shall be one of the following: a) A health care provider that is participating in the Medicare program under title XVIII of the Social Security Act (42 U.S.C. § 1395 et seq.), including any physician furnishing services under such program and a Federally-qualified health center as defined in section 1905(1)(2)(B) of the Social Security Act; b) a Department of Defense medical treatment facility; c) an Indian Health Service medical facility; or d) a provider not otherwise covered by a) - c) who meets criteria established by VA through regulations.
4. The provider shall maintain the same or similar credentials and licenses as those required of VA health care providers as defined in VHA Handbook 1100.19, Credentialing and Privileging, and VHA Directive 2012-030, or subsequent issue, available online at: <http://www.va.gov/vhapublications/>. These include but are not limited to full and unrestricted licensure in the State in which hospital care and/or medical services are being delivered; and Federal and when required State authority to prescribe controlled substances. Providers shall submit current verification of their licenses and credentials to VA at least once per 12-month period. Any entity that provides hospital care or medical services under this agreement shall ensure that its providers who are furnishing hospital care and/or medical services under this agreement meet these standards. An entity may submit verification information on behalf of its individual providers. Additionally providers shall certify that they have acquired and maintain medical malpractice insurance in an amount in accordance with the laws of the State and locality in which the furnished hospital care and/or medical services shall be provided that will cover acts and omissions that occur during the entire period of this agreement.
5. If the provider is or has been licensed, registered, or certified in more than one State, the provider shall certify that none of those States has terminated such license, registration, or certification for cause, and that the provider has not voluntarily relinquished such license, registration, or certification in any of those States after being notified in writing by that State of potential termination for cause.

**DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION (VHA) VETERANS CHOICE PROGRAM
PROVIDER
AGREEMENT (continued)**

6. The provider shall notify VA within 15 days if any State in which the provider is licensed, registered, or certified terminates such license, registration, or certification for cause, or if the provider voluntarily relinquishes such license, registration, or certification after being notified in writing by that State of potential termination for cause. Termination or relinquishment of license, registration, or certification is cause for immediate termination of this agreement. See Section G herein.
7. All services, facilities, and providers shall be in compliance with all applicable Federal and State regulatory requirements. Any provider on the Health and Human Services Office of Inspector General (HHS OIG) exclusionary HHS OIG/LEIE Exclusionary List or the Excluded Parties List System (EPLS) now known as System for Award Management (SAM) <https://www.sam.gov/portal/SAM/#1#1> list shall be prohibited from providing hospital care or medical services under this agreement. The Excluded Parties List System (EPLS) was a Web-based system where a Federal agency can "exclude," i.e, suspend or debar, businesses or individuals from receiving contracts or assistance for various Reasons, such as a conviction of or indictment for a criminal or civil offense or a serious failure to perform to the terms of a contract. This Web-based system has now merged with System for Award Management (SAM) by Federal General Services Administration (GSA).
8. Payment shall be made under this agreement only for the hospital care or medical services authorized by VA in the supporting documents for this agreement. The provider shall contact VA to receive authorization prior to providing any hospital care and/or medical services the provider believes are necessary that are not identified in the authorization VA submits to the provider. This agreement shall not cover emergency care that is not ancillary to authorized care. In certain situations, VA shall reimburse for emergency care consistent with 38 C.F.R. §§ 17.120-132 and 17.1000-1008.
9. The provider shall submit a copy of all medical and dental records related to a Veteran's care provided under this agreement to VA within 30 days of the appointment to the VA facility responsible for the issuance of this agreement.
10. The provider shall inform the VA facility responsible for the issuance of this agreement of any scheduled appointments for hospital care and/or medical services authorized under this agreement that are missed by a Veteran. This information should be shared with VA within 5 business days of the missed appointment. VA is not responsible for the reimbursement of any fees or costs associated with missed appointments and shall only reimburse the provider in accordance with section C of this agreement for authorized hospital care and/or medical services that are actually furnished.

**DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION (VHA) VETERANS CHOICE PROGRAM
PROVIDER
AGREEMENT (continued)**

B. SCOPE OF AGREEMENT

1. Subject to the limitations in other provisions of this agreement, this agreement covers all authorized hospital care and medical services.

C. COVERED SERVICES

1. The provider agrees to furnish only medically necessary hospital care and/or medical services authorized by an authorized VA official on the supporting documents for this agreement. If the provider determines that additional hospital care and/or medical services are needed beyond the scope of the initial authorization, the provider shall contact VA to request an authorization to furnish such additional hospital care and/or medical services. The provider shall follow VA National Formulary policy for medication orders; however, if the clinical justification is consistent with VA Non-Formulary Policy, non-formulary medication may be dispensed by VA. The Pharmacy Benefits Management Services (<http://www.pbm.va.gov/nationalformulary.asp>) Web site contains the VA National Formulary.

D. PAYMENT

1. Payment for hospital care and medical services provided under this agreement shall be at the rates paid by the United States to a provider of services or a supplier under the Medicare program under title XVIII of the Social Security Act for the same hospital care or medical services (applicable Medicare Fee Schedule or Prospective Payment System (PPS)), if applicable, or at rates determined in accordance with 38 C.F.R. 17.1535 and 38 C.F.R. 17.55 and 17.56, as applicable.

E. PAYMENT RESPONSIBILITY

1. VA shall notify the provider if VA will be solely responsible for payment for authorized hospital care and medical services. If so notified, the provider shall accept VA payment as payment in full for such services and shall not bill the Veteran or any other entity for such hospital care or medical services.

2. VA shall notify the provider if VA will be secondarily responsible for payment for authorized hospital care or medical services furnished under this agreement. In that circumstance, a health-care plan of an eligible Veteran, excluding Medicare, Medicaid and TRICARE, is primarily responsible for payment, to the extent the furnished hospital care or medical services are covered by the health-care plan.

**DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION (VHA) VETERANS CHOICE PROGRAM
PROVIDER
AGREEMENT (continued)**

3. When VA is secondarily responsible as described in paragraph (2), VA shall supply the provider with information about the health-care plan under which the Veteran is covered. The provider shall be responsible for seeking payment from such health-care plan and providing VA with an itemized claim for payment that includes, if applicable, health care and health-care plan prior payment information, to include with no exceptions, claims that have been satisfied and/or fully paid by the health-care plan. VA shall pay only for the costs of VA authorized hospital care and/or medical services not covered by such health-care plan except that such payment shall not exceed the rate determined for such hospital care and/or medical services pursuant to section D of this agreement.

4. The provider shall not collect any VA copayment amount from the Veteran. The VA copayment rate for hospital care and medical services under this agreement is \$0 at the time of service.

F. CLAIMS SUBMISSION

1. The provider shall submit all invoices to VA electronically, where possible. Payments by VA to the provider shall be made by electronic funds transfer (EFT). Payments to the provider shall be made in accordance with the payment responsibilities identified in section E of this agreement only after the completion of the necessary course of treatment, including follow-up appointments.

2. Under this agreement, a provider shall not collect any amount that is greater than the rate determined for hospital care and/or medical services provided pursuant to section D of this agreement.

G. CANCELLATION AGREEMENT

1. Either Party may cancel this agreement at any time by providing a 45 day written notice of the intent to cancel the agreement to the signatories, or their official representatives. Cancellation shall take effect at the end of the 45 day period established by the written notice.

2. Provider cancellation shall not be effected prior to the completion of the episode of care authorized by VA and if an episode of care extends beyond the 45-day period, cancellation shall be effective upon completion of the episode of care.

3. Cancellation of this agreement by VA shall be immediately effective when licensure, safety, and quality requirements are not met. See paragraphs 4-7 of section A of this agreement.

**DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION (VHA) VETERANS CHOICE PROGRAM
PROVIDER
AGREEMENT (continued)**

H. PERIOD OF PERFORMANCE

1. Except for the provisions in section G, this agreement shall continue in effect until expiration of the authority provided by the Act but shall not exceed beyond five (5) years from the effective date of this agreement.

I. COMPLIANCE WITH FEDERAL LAWS

1. This agreement is governed by the Veterans Access, Choice, and Accountability Act of 2014 (the Act) (Public Law 113-146, 128 Stat. 1754), as amended, and 38 C.F.R. §§ 17.1500-1540.
2. This agreement shall not be treated as a Federal contract for the acquisition of goods or services and, except as expressly provided in this agreement, is not subject to any provisions of law governing Federal contracts for the acquisition of goods or services.
3. The provider shall not be required to comply with reporting and auditing requirements imposed under the Service Contract Act of 1965, as amended (41 U.S.C. § 351, et seq.).
4. The provider shall comply with applicable Federal laws governing employment and hiring practices.

J. ADMINISTRATIVE APPEALS

1. Appeals regarding VA payments under this agreement are governed by the procedures set forth in 38 C.F.R. §§17.132 - 17.133, and 38 C.F.R. Parts 19 and 20. A provider may request consideration of the initial decision by submitting a reconsideration request in writing to the VA facility that processed the reimbursement request.

K. PROVIDER AGREEMENT SIGNATURE

1. By the signatures of their authorized representatives below, this Provider Agreement is made and entered into between the provider and the Department of Veterans Affairs, effective upon the date of last signature below.
2. VA Medical Facility Director is authorized to sign this agreement on behalf of VA. This authority may be delegated by the Medical Facility Director in writing.
3. By the signature below, the provider acknowledges that any materially false, fictitious, or fraudulent statement or representation, made knowingly, is punishable by a fine and/or imprisonment pursuant to 18 U.S.C. §§ 287 and 1001.

**DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION (VHA) VETERANS CHOICE PROGRAM
PROVIDER
AGREEMENT (continued)**

4. The Parties acknowledge that they have read and understand this Provider Agreement in its entirety and represent and warrant that they shall abide by all of its terms and conditions.

Name of Provider Practice / Facility

Oneida County

Department of Veterans Affairs

Title

Title

Chief Business Officer

Print Name of Provider

Print Name of VA Medical
Facility Director or Designee

Michael Van Zummeren

Signature of Provider

Signature of VA Medical Facility
Director or Designee

MVZ

Date Signed

Date Signed

3-15-17

Service Transition Assessment Reimbursement (STAR) Fee
Urban Areas

NOTE: Monthly Authorized Budget Rate Caps Posted Separately

CBSA Code	Urban Area	Wage Inde	STAR Fee Case Mix "L"	STAR Fee Case Mix "A"	STAR Fee Case Mix "B"	STAR Fee Case Mix "C"	STAR Fee Case Mix "D"	STAR Fee Case Mix "E"	STAR Fee Case Mix "F"	STAR Fee Case Mix "G"	STAR Fee Case Mix "H"	STAR Fee Case Mix "I"	STAR Fee Case Mix "J"	STAR Fee Case Mix "K"	Alternate Monthly Admin. Fee	Assess. Fee	Assess. Fee
-	National Rate	-	\$ 2,059	\$2,554	\$2,801	\$3,154	\$3,234	\$3,486	\$3,570	\$3,659	\$4,029	\$4,116	\$4,336	\$4,927	\$20,178	\$ 766	\$546
46540	Oneida County, New York	0.8980	\$ 1,849	\$ 2,293	\$ 2,515	\$ 2,832	\$ 2,904	\$ 3,130	\$ 3,206	\$ 3,286	\$ 3,618	\$ 3,696	\$ 3,894	\$ 4,424		\$ 688	

** this is interesting as we are no longer listed as a rural county.

VD-HCBS Monthly Authorized Case Mix Rate Caps
Urban Areas

STAR (Service Transition Assessment Reimbursement) Fee Posted Separately

NOTE: The Monthly Admin. Fee is included in the monthly budget cap. Example: The Case Mix "D" Rate for Autauga County (\$1,895 - cell H8) includes the Monthly Admin. Fee of \$419 (cell Q8).

CBSA Code	Urban Area	Wage Inde	Case Mix "L"	Case Mix "A"	Case Mix "B"	Case Mix "C"	Case Mix "D"	Case Mix "E"	Case Mix "F"	Case Mix "G"	Case Mix "H"	Case Mix "I"	Case Mix "J"	Case Mix "K"	Monthly Admin. Fee
-	National Rate	-	\$ 1,293	\$1,788	\$2,035	\$2,388	\$2,468	\$2,720	\$2,804	\$2,893	\$3,263	\$3,350	\$3,570	\$4,161	\$546

46540	Oneida County, New York	0.8980	\$ 1,161	\$ 1,606	\$ 1,827	\$ 2,144	\$ 2,216	\$ 2,443	\$ 2,518	\$ 2,598	\$ 2,930	\$ 3,008	\$ 3,206	\$ 3,737	\$ 490
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Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

120 Airline Street-Suite 201, Oriskany, NY 13424

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

February 7, 2017

FN 20 17-133

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

HEALTH & HUMAN SERVICES

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

Date: 3/20/17

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Contract Agreement between Oneida County Office for the Aging and Continuing Care, and Presbyterian Residential Community, Inc., for the Board of Legislature's review and approval.

This Agreement is for the provision of Social Adult Day Services. This Agreement will continue to provide community based long term care services to the frail and elderly, and assist older consumers to delay or divert nursing home placement. The total amount of this Agreement is \$73,000.00, with 75% State (\$54,750.00) and 25% (\$18,250) County funds. This contract will commence January 1, 2017 and terminate December 31, 2017.

I am available at your convenience to answer any questions you may have regarding this Agreement.

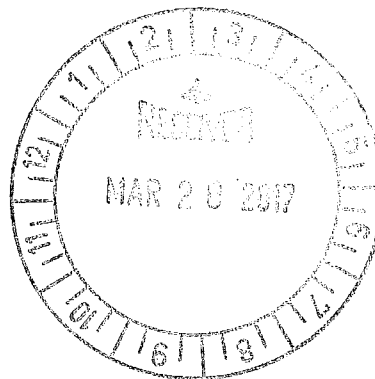
Sincerely,

Michael J. Romano

Michael J. Romano
Director

MJR/kb

Enclosures



ONEIDA COUNTY BOARD

OF LEGISLATORS

Name & Address of Vendor: Presbyterian Residential Community, Inc.
4300 Middle Settlement Road
New Hartford, New York 13413

Title of Activity or Service: Social Adult Day Care

Proposed Dates of Operation: January 1, 2017 through December 31, 2017

Client Population/Number to be Served: Frail elderly ago 60+ with functional impairment

Summary Statements

1) Narrative Description of Proposed Services: Social Model Adult Day Care Services is a structured five hour, five day a week adult day care that serves frail elderly individuals in a supervised group setting. The program is in compliance with the New York State Regulations for Social Adult Day Care. Eligible participants must be age 60 or older and functionally impaired, defined as needing assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring and eating; or needing supervision due to cognitive and/or psycho-social impairment. Services include a noon meal and transportation to and from the program.

2) Program/Service Objectives and Outcomes:

- To provide 5-hours per week adult day care programming
- To provide noon meal and transportation
- To provide services that include socialization, supervision and monitoring, personal care, nutrition, appropriate activities – maintenance and enhancement of daily living skills, caregiver assistance and transportation
- To provide intergenerational programming to ensure a mutual beneficial social opportunity for program participants and area youth

3) Program Design and Staffing: Each adult day service provider will serve OFA authorized participants with a structured 5-hour program that meets the NY State regulations. Each site will have a coordinator and sufficient staff; both paid and volunteer. The staff will supervise participants in a safe environment and provide appropriate activities and therapies that will enhance the participants' general wellbeing.

Total Funding Requested: \$73,000.00 **Account #** A6772.495.116

Oneida County Dept. Funding Recommendation: \$73,000.00

Proposed Funding Sources (Federal \$/ State \$/County \$):
State: 75%(\$54,750) County: 25% (\$18,250)

Cost Per Client Served: \$60.00 per client per five hour day

Past Performance Data: The Presbyterian Residential Community, Inc. has been operating a successful Adult Day Care program for the residents of Oneida County for a number of years.

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT by and between the **PRESBYTERIAN RESIDENTIAL COMMUNITY, INC.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, located at 4300 Middle Settlement Road, New Hartford, New York 13413, hereinafter known as "**CONTRACTOR**," and the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business and office located at 80 Park Ave Utica, New York 13501, by and through its department of **OFFICE FOR THE AGING AND CONTINUING CARE**, located at 120 Airline Street, Suite 201, Oriskany, NY 13424, hereinafter known as the "**COUNTY**," collectively the "**PARTIES**."

WITNESSETH:

WHEREAS, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal AOA-Older Americans Act Title III, Title V, NYSOFA - EISEP, CSEP, CSI, SNAP, HIICAP, MIPPA/SHIP, and County of Oneida funds; and

WHEREAS, the **COUNTY** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the **COUNTY**; and

WHEREAS, the **COUNTY** will provide technical assistance, upon request, to assist the **CONTRACTOR** in more effectively carrying out service delivery and/or complying with Federal, State and local statutes, policies, rules and regulations; and

WHEREAS, the **CONTRACTOR** is willing and able to perform the services required by this Agreement;

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

1. **TERM OF AGREEMENT**

A. The terms and conditions of this shall commence **January 1, 2017** and terminate **December 31, 2017**.

2. **AGREEMENT RENEWAL**

A. The **COUNTY** and the **CONTRACTOR** shall negotiate this Agreement annually.

3. **SCOPE OF SERVICES- SOCIAL ADULT DAY CARE SERVICES**

A. The **CONTRACTOR** agrees as part of the terms and conditions of this Agreement to comply with the State of New York's Social Adult Day Care Regulations, Executive Law, Article 19-J, Part 6656, effective January 1, 1995, and to comply with the **COUNTY's** 2012 Policy and Procedure Manual.

B. The **CONTRACTOR** agrees to provide Social Model Adult Day Services to frail individuals as authorized by the **COUNTY** and its designated agents. The target population served by this

Agreement are Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are: 1) residing in rural areas, 2) with greatest economic need (with particular attention to low-income minority individuals); 3) with greatest social need (with particular attention to low-income minority individuals); 4) with severe disabilities; and 5) with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).

C. The **CONTRACTOR** agrees to provide services in Oneida County.

D. The **CONTRACTOR** agrees to provide Social Adult Day Services as defined by the 1995 Social Adult Day Care Program Regulations, Executive Law, Article 19-J Part 6656:

1. A structured, comprehensive program which provides functionally impaired individuals with the required components of socialization; supervision and monitoring; personal care; and nutrition in a protective setting during any part of the day, but for less than a 24-hour period;
2. "Functionally impaired" means needing the assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring, or eating; or needing supervision due to cognitive and/or psycho-social impairment.
3. "Nutrition" means providing nutritious meals for participants who are attending the program at normal meal times; meals are to be consistent with the standards set forth in the Regulations for a Nutrition Program for the Elderly site and as established by the Area Agency on Aging; and offering snacks and liquids for all participants at appropriate times.

E. The **CONTRACTOR** agrees that all participants will receive services only in accordance with an individualized written Service Plan that is based on the COMPASS assessment, and will specify the individual participant outcomes expected from the provision of social adult day care services; and the Service Plans will be reevaluated at a minimum annually.

F. As specified in State of New York's Social Adult Day Care Program Regulations, all of the **CONTRACTOR'S** adult day care personnel, both paid and volunteer, will attend six (6) hours of training annually, and new program employees or volunteers will receive at least twenty hours of group, individual and/or on-the-job training.

G. The **CONTRACTOR'S** personnel shall keep abreast of new developments in the field of Gerontology and community based social adult day care; attendance at relevant local, state or national training is encouraged.

H. The **CONTRACTOR** and **COUNTY** agree to hold periodic coordinating meetings as needed.

I. The **CONTRACTOR** and **COUNTY** agree to work cooperatively to develop comprehensive adult day services for Oneida County.

J. As specified in State of New York's Social Adult Day Care Program Regulations, all of the **CONTRACTOR'S** adult day care personnel, both paid and volunteer, will attend six (6) hours of training annually, and new program employees or volunteers will receive at least twenty hours of group, individual and/or on-the-job training.

- K. The **CONTRACTOR's** personnel should keep abreast of new developments in the field of Gerontology and community based social adult day care; attendance at relevant local, state, or national training is encouraged.
- L. The **CONTRACTOR** and **COUNTY** agree to hold periodic coordinating meetings as needed.
- M. The **CONTRACTOR** and **COUNTY** agree to work cooperatively to develop comprehensive adult day services for Oneida County.
- N. The **CONTRACTOR** agrees to make a good faith effort to recruit interns from the local colleges' student intern programs.

4. REIMBURSEMENT FOR SERVICES

- A. It is agreed and understood by all **PARTIES** that the **COUNTY** will reimburse the **CONTRACTOR** for Social Adult Day Care Services which are provided in accordance with the terms and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support III grants.
- B. The **COUNTY** agrees to reimburse the **CONTRACTOR** **\$60.00 per day (\$6.00 per ½ hour or \$12.00 per hour)** which will include program, meals and transportation. A full day of programming is defined as five (5) hours, but the **CONTRACTOR** may bill in ½ hour increments when the client is attending less than five (5) hours per day. The total payments for this contract will not exceed **\$73,000.00**.
- C. The **COUNTY** funds are contingent upon availability of State and County of Oneida funding; reimbursement is payable in twelve (12) monthly vouchers as specified in the Voucher Instructions in **Appendix D**.
- D. The **COUNTY** shall not be liable for any late fees for any interest in late payments.
- The obligations of the **PARTIES** hereunder are conditioned upon the continued availability of New York State and Federal funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State and **COUNTY** officials fail to approve sufficient funds for completion of the services set forth in this Agreement, the **COUNTY** shall have the option to immediately terminate this Agreement upon providing written notice to the **CONTRACTOR** by certified mail. In such an event, the **COUNTY** shall be under no further obligation to the **CONTRACTOR** other than payment for costs actually incurred prior to termination and in no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.
- E. The **COUNTY** reserves the right to withhold payment under this Agreement due to Contractor's failure to properly perform its obligations under this Agreement. The **COUNTY** may withhold payment for including but not limited to:
1. defective services;
 2. third party claims;
 3. failure of the **CONTRACTOR** to pay its subcontractors, if any;
 4. damage to the **COUNTY**; or

5. (5) failure to carry out the services in accordance with this Agreement.

F. It is understood and agreed that the **COUNTY** shall not be responsible for any costs incurred by the **CONTRACTOR** prior to the effective date or following the termination date of this Agreement.

5. **NO CLAIM FOR DAMAGE**

A. The **CONTRACTOR** agrees to make no claim for damages for delay of reimbursement due to an act or omission by the **COUNTY**.

6. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its employees to the **COUNTY** shall be that of an Independent Contractor. The **CONTRACTOR** and its employees shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The **CONTRACTOR** and its employees, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the **COUNTY** by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

B. **CONTRACTOR** warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. **CONTRACTOR** and **COUNTY** agree that **CONTRACTOR** is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

C. The **CONTRACTOR** and its employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

D. **CONTRACTOR** acknowledges and agrees that neither **CONTRACTOR**, nor its employees, subcontractors and/or partners, shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

E. **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to **CONTRACTOR** or its employees, subcontractors and/or partners under this Agreement, and for compliance with all applicable labor and employment requirements with respect to **CONTRACTOR'S** self-employment, sole proprietorship or other form of business organization, and with respect to the employees, subcontractors and/or partners, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The **COUNTY** shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security

insurance (FICA). **CONTRACTOR** shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

F. The **CONTRACTOR** shall indemnify and hold the **COUNTY** harmless from all loss or liability incurred by the **COUNTY** as a result of the **COUNTY** not making such payments or withholdings.

G. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the **CONTRACTOR'S** Independent Contractor status, it is agreed that both the **COUNTY** and the **CONTRACTOR** shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

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

7. **NON ASSIGNMENT CLAUSE**

A. **CONTRACTOR** shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the **COUNTY**.

8. **SUBCONTRACTS**

A. A subcontractor is a person who has an agreement with the **CONTRACTOR** to perform any of the services.

B. The **CONTRACTOR** agrees to furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the Services. The **COUNTY** shall be provided a copy of any and all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the services within ten (10) days of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

9. **STANDARD ASSURANCES**

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Federal Administration on Aging, the New York State Office for the Aging (NYSOFA), and the County of Oneida, more fully described in **APPENDIX**

A.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied

the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

C. The **CONTRACTOR** shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right...."

D. The **CONTRACTOR** shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

E. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the New York State Office for the Aging and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e., "***This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging.***"). The **CONTRACTOR** should forward copies of all materials to the **COUNTY** at the end of each month.

F. The **COUNTY** shall conduct a program review to ensure that the **CONTRACTOR** is in compliance with all standards and regulations as set forth in this Agreement.

10. **NEW YORK STATE OFFICE FOR THE AGING (NYSOFA) TERMS AND CONDITIONS**

A. The **CONTRACTOR** agrees that all its activities under this contract, shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and Program Standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

- Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
- Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
- Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
- Older Americans Act
- Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
- Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)

- Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)
- Equal Access to Services and Targeting Policy (12-PI-08)
- Elder Law

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups within Oneida County. The **CONTRACTOR** agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

C. The **CONTRACTOR** shall inform persons with Limited English Proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The **CONTRACTOR** shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the **CONTRACTOR** agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the **CONTRACTOR**.

E. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide services to low-income minority individuals, older individuals with Limited English Proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas within the planning and service area.

11. GRIEVANCE PROCEDURES

A. The **CONTRACTOR** agrees to implement the **COUNTY'S** grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in **APPENDIX B**.

12. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

- A. The **CONTRACTOR** shall keep CSEP/III-E funds separate; further, state and federal funds shall not be used as local share (match).
- B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the **COUNTY** Voucher Instructions, refer to **APPENDIX C**.
- C. The **COUNTY** will be responsible for sending monthly donation letters and collecting participant contributions for all participants who attend Office for the Aging and Continuing Care funded day care program. Any contributions received by the **CONTRACTOR** for Office for the Aging and Continuing Care funded participant, directly, will be reported and deducted on monthly vouchers by the **CONTRACTOR**.
- D. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations,) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a **COUNTY** grant supported activity, or earned as a result of the **COUNTY** grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.
- E. The **CONTRACTOR** shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements and other grants within its program budget.
- F. The **COUNTY** shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.
- G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has been a **CONTRACTOR** for two (2) years or more; a copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.
- H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.
- I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when the contract is terminated.
- J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the Code of Federal Regulations 45-74, as amended in 1980.

13. **INDEMNIFICATION**

- A. The obligations of the **CONTRACTOR** under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

B. The **CONTRACTOR** agrees that it shall defend, indemnify and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the services of the **CONTRACTOR** and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

C. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its agents; servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its officers, trustees, agents, servants, volunteers or independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the **CONTRACTOR** or not.

14. **INSURANCE COVERAGE REQUIREMENTS**

A. As part of its obligation to indemnify, defend and hold harmless the **COUNTY**, its officers, agents, employees, as set forth above, the **CONTRACTOR** agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

B. The **CONTRACTOR** shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

C. The **CONTRACTOR** shall not commence work until such insurance has been approved by the **COUNTY**. The certificates shall be on forms approved by the **COUNTY**. Acceptance of the certificates shall not relieve the **CONTRACTOR** of any of the insurance requirements, nor decrease the liability of the **CONTRACTOR**. **COUNTY** reserves the right to require the Contractor to provide insurance policies for review by the **COUNTY**. The **CONTRACTOR** grants **COUNTY** a limited power of attorney to communicate with the **CONTRACTOR'S** insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

D. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the **CONTRACTOR'S** Commercial General Liability Policy, Auto Liability Policy, and Excess/Umbrella Policy. These Certificates and the Insurance Policies required below shall contain a provision that coverage afforded under the Policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the **COUNTY**.

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** agrees that it shall, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000) annual aggregate. The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

1. Coverage for the additional insured shall include completed operations.
2. The CGL coverage shall include a General Aggregate Limit and such General Aggregate Limit shall apply separately to each project.
3. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products- completed operations, and personal and advertising injury.
4. There shall be no exclusions to contractual liability for Employee Injuries (i.e. Labor Law Exclusions).
5. The **CONTRACTOR** shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least three (3) years after completion of the Services.

F. Auto Liability: The **CONTRACTOR** agrees that it shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Business Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000) for the term of this Agreement. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

G. Excess/Umbrella Liability Insurance: The **CONTRACTOR** agrees that it shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and such insurance shall not be less than One Million Dollars (\$1,000,000) annual aggregate. The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis.. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability, and Employers Liability maintained by the **COUNTY**.

H. Professional Liability Insurance: The **CONTRACTOR** agrees that it shall, during the term of this Agreement maintain a professional liability policy and will provide the **COUNTY** with proof of coverage in the amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.

I. Workers Compensation and Employers Liability Insurance: The **CONTRACTOR** agrees that it shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Worker's Compensation Law at statutory New York limits.

J. The **CONTRACTOR** shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Requirements paragraphs.

K. Payment(s) to the **CONTRACTOR** may be suspended in the event the **CONTRACTOR** and his sub-contractors, if any, fails to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Business Auto Liability or Workers Compensation and Employers Liability Insurance maintained per requirements stated above.

15. **REPORTING REQUIREMENTS**

A. The **COUNTY** shall, pursuant to the requirements of CSEP/III-E funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging (96-PI-43).

B. The **CONTRACTOR** shall provide the **COUNTY** with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The **CONTRACTOR** shall maintain appropriate client records on each EISEP client who receives services through this program; the **COUNTY** shall have access to the client records upon request; the **COUNTY** shall have ownership of all patient's records and files.

D. The **CONTRACTOR** agrees to comply with policies ensuring client confidentiality, as established by the **COUNTY**, when information sharing between agencies is crucial to the client's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The **CONTRACTOR** shall provide the **COUNTY** with required monthly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by the dates specified.

16. **COORDINATION REQUIREMENTS**

- A. The **CONTRACTOR** and the **COUNTY** shall coordinate referrals.
- B. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.
- C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

17. **AGREEMENT CANCELLATION**

- A. The Agreement may be cancelled by the **COUNTY** for failure by the **CONTRACTOR** to comply with the terms and conditions of this Agreement. The **CONTRACTOR** shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.
- B. The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon thirty (30) day written notice to the other party.
- C. The **CONTRACTOR** agrees that in the event of termination, said party shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY**.
- D. The **CONTRACTOR** shall coordinate with the **COUNTY** and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the clients' behalf.

18. **ENTIRE AGREEMENT**

- A. This Agreement contains the binding Agreement between the **PARTIES** and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.
- B. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all **PARTIES**.
- C. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

19. **INCORPORATION BY REFERENCE**

- A. All exhibits, addenda, appendices and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

20. **STANDARD ADDENDUM**

- A. The **CONTRACTOR** agrees to comply with the **COUNTY's** Standard Clauses as set forth in the Addendum, which is attached hereto and made a part hereof as **APPENDIX D**.

21. **CHOICE OF LAW/FORUM**

- A. If either Party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction

sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

B. The **CONTRACTOR** expressly consents to personal jurisdiction in New York State.

C. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

22. **SERVICE OF PROCESS.**

A. The **CONTRACTOR** expressly agrees that in the event an action is filed in a Court of Competent Jurisdiction in Oneida County, New York, service of said action shall be made in accordance with New York State Civil Practice Law and Rules Section 311, New York State Business Corporation Law Section 306, and/or New York State Business Corporation Law Section 307, and such service shall be deemed good and sufficient.

23. **SUCCESSORS AND ASSIGNS**

A. This Agreement shall be binding on and inure to the benefit of the **PARTIES** hereto and their respective heirs, legal or personal representatives, successors, and assigns.

24. **NON WAIVER**

A. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the **PARTIES** to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

25. **SUCCESSORS AND ASSIGNS**

A. This Agreement shall be binding on and inure to the benefit of the **PARTIES** hereto and their respective heirs, legal or personal representatives, successors, and assigns.

26. **SEVERABILITY**

A. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the **PARTIES** agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the **PARTIES** agree that all other provisions shall remain valid and enforceable.

27. **AUTHORITY TO ACT/SIGN**

A. The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether pursuant to its Articles of

By: Merima Smajic, Assistant County Attorney

Date

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)

EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

APPENDIX B

Oneida County Office for the Aging

Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.

- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX C

Oneida County Office for the Aging Voucher Instructions For Units of Services Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**
Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.

- Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II),
Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
- Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
- Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

8. Timely Submissions:

- ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

APPENDIX D

Standard Contract Clauses Addendum

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

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

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

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

1. Executory or Non-Appropriation Clause.

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

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

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

and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the tension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective 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;

would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

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

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

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

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

5. **Non-Assignment Clause.** In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.
6. **Worker's Compensation Benefits.** In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
7. **Non-Discrimination Requirements.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
8. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.
9. **Non-Collusive Bidding Certification.** In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting

competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. **Records.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. **Conflicting Terms.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.
13. **Governing Law.** This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
14. **Prohibition on Purchase of Tropical Hardwoods.**
 - a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.
 - b. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.
15. **Compliance with New York State Information Security Breach and Notification Act.** The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).
16. **Gratuities and Kickbacks.**
 - a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
 - b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
17. **Audit.**

- a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.
- b. If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. **Certification of compliance with the Iran Divestment Act.**

- a. Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).
- b. Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.
- c. During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.
- d. The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a

responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

120 Airline Street-Suite 201 Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail. ofa@ocgov.net

February 8, 2017

FN 20 17-134

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 Agreement between the Oneida County Office for the Aging and Continuing Care, and The Lutheran Home of Central New York Inc., for your review and approval. If this Agreement meets with your approval, please forward to the Board of Legislators for further consideration.

This Agreement is for the provision of Social Adult Day Services. This Agreement will continue to provide community based long term care services to the frail and elderly, and assist older consumers to delay or divert nursing home placement. The total amount of this Agreement is \$62,000.00, with 75% State (\$46,500.00) and 25% (\$15,500.00) County funds. This contract commences January 1, 2017 and terminates December 31, 2017.

I am available at your convenience to answer any questions you may have regarding this Agreement.

Sincerely,

Michael J. Romano
Director

MJR/jc

Enclosure

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

Anthony J. Picente, Jr.
County Executive

Date 3/10/17

Oneida Co. Department: Aging

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor:

The Lutheran Home of Central New York
108 Utica Road
Clinton, New York 13323

Title of Activity or Service:

Social Adult Day Care

Proposed Dates of Operation:

January 1, 2017 through December 31, 2017

Client Population/Number to be Served: Frail elderly age 60+ with functional impairment.

Summary Statements:

1) Narrative Description of Proposed Services

Social Model Adult Day Services is a structured five-hour, five-day a week adult day care that serves frail elderly individuals in a supervised group setting. The program is in compliance with the New York State Regulations for Social Adult Day Care. Eligible participants must be age 60 or older and functionally impaired, needing assistance in at least one of the following activities of daily living: toileting, mobility, transferring and eating; or needing supervision due to cognitive and /or psycho-social impairment. Services include a noon meal and transportation to and from the program

2) Program/Service Objectives and Outcomes:

- To provide 5-hour per weekday adult day care programming
- To provide noon meal and transportation
- To provide services that include socialization, supervision and monitoring, personal care, nutrition, and other appropriate activities
- To provide maintenance and enhancement of daily living skills, caregiver assistance, and transportation.

3) Program Design and Staffing

Each adult day service provider will serve OFA authorized participants with a structured 5-hour program that meets the NY State regulations. Each site will have a coordinator and sufficient staff, both paid and volunteer, to supervise participants in a safe environment, and the staff will provide appropriate activities and therapies that will enhance the participant's general wellbeing.

Total Funding Requested: \$ 62,000.00 **Account #:** A6772.495.116

Oneida County Dept. Funding Recommendation: \$62,000.00

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

Federal: 0% (\$0) State: 75% (\$46,500.00) County: 25% (\$15,500.00)

Cost Per Client Served: \$60.00 per client per five hour day

Past Performance Data: The DIAL program has provided social adult day care since 1984.

O.C. Department Staff Comments: Contractor monitored regularly for compliance. All Federal, State, and local program standards set forth by NYSOFA and Oneida County OFA/OCC are met.

AGREEMENT

THIS AGREEMENT by and between **THE LUTHERAN HOME OF CENTRAL NEW YORK, INC.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York, with its principal place of business located at 108 Utica Road, Clinton, New York 13323, hereinafter known as "**CONTRACTOR**," and the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business and offices located at 800 Park Ave, Utica, New York 13501, by and through its department of **OFFICE FOR THE AGING AND CONTINUING CARE**, located at 120 Airline Street, Suite 201, Oriskany, New York 13424, hereinafter known as the "**COUNTY**."

WITNESSETH:

WHEREAS, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal AOA-Older Americans Act Title III, Title V, NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, MIPPA/SHIP, and County of Oneida funds; and

WHEREAS, the **COUNTY** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the **COUNTY**; and

WHEREAS, the **COUNTY** will provide technical assistance, upon request, to assist the **CONTRACTOR** in more effectively carrying out service delivery and/or complying with Federal, State and local statutes, policies, rules and regulations; and

WHEREAS, the **CONTRACTOR** is willing and able to perform the services required by this Agreement;

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

1. **TERM OF AGREEMENT**

A. The terms of this Agreement shall commence **January 1, 2017** and terminate **December 31, 2017**.

2. **AGREEMENT RENEWAL**

A. The **COUNTY** and the **CONTRACTOR** may negotiate this Agreement annually.

B. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with **CONTRACTOR** on an annual basis, and **COUNTY** reserves the right to seek the same or similar services from third Parties.

3. **SCOPE OF SERVICES SOCIAL ADULT DAY CARE SERVICES**

A. The **CONTRACTOR** agrees as part of the terms and conditions of this Agreement to comply with the State of New York's Social Adult Day Care Regulations, Executive Law, Article 19-J, Part 6656, effective January 1, 1995.

B. The **CONTRACTOR** agrees to provide Social Model Adult Day Services to frail individuals as authorized by the **COUNTY** and its designated agents. The target population served by this Agreement are Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are: 1) residing in rural areas, 2) with greatest economic need (with particular attention to low-income minority individuals); 3) with greatest social need (with particular attention to low-income minority individuals); 4) with severe disabilities; and 5) with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).

C. The **CONTRACTOR** agrees to provide services in Oneida County.

D. The **CONTRACTOR** agrees to provide Social Adult Day Services as defined by the 1995 Social Adult Day Care Program Regulations, Executive Law, Article 19-J Part 6656:

1. A structured, comprehensive program which provides functionally impaired individuals with the required components of socialization; supervision and monitoring; personal care; and nutrition in a protective setting during any part of the day, but for less than a 24-hour period;
2. "Functionally impaired" means needing the assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring, or eating; or needing supervision due to cognitive and/or psycho-social impairment;
3. "Nutrition" means providing nutritious meals for participants who are attending the program at normal meal times; meals are to be consistent with the standards set forth in the Regulations for a Nutrition Program for the Elderly site and as established by the Area Agency on Aging; and offering snacks and liquids for all participants at appropriate times.

E. The **CONTRACTOR** agrees that all participants will receive services only in accordance with an individualized written Service Plan that is based on the COMPASS assessment, and will specify the individual participant outcomes expected from the provision of social adult day care services; and the Service Plans will be reevaluated at a minimum annually.

F. As specified in State of New York's Social Adult Day Care Program Regulations, all of the **CONTRACTOR'S** adult day care personnel, both paid and volunteer, will attend six (6) hours of training annually, and new program employees or volunteers will receive at least twenty hours of group, individual and/or on-the-job training.

G. The **CONTRACTOR'S** personnel should keep abreast of new developments in the field of Gerontology and community based social adult day care; attendance at relevant local, state, or national training is encouraged.

- H. The **CONTRACTOR** and **COUNTY** agree to hold periodic coordinating meetings as needed.
- I. The **CONTRACTOR** and **COUNTY** agree to work cooperatively to develop comprehensive adult day services for Oneida County.
- J. The **CONTRACTOR** agrees to make a good faith effort to recruit interns from the local colleges' student intern programs.

4. **PERFORMANCE OF SERVICES**

- A. **CONTRACTOR** represents that **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. **CONTRACTOR** shall use **CONTRACTOR'S** best efforts to perform the services such that the results are satisfactory to the **COUNTY**. **CONTRACTOR** shall be solely responsible for communications with the Consumer or Consumer's caregiver in order to determine the location, method, details and means of performing the services, except where Federal, State or local Laws and Regulations impose specific requirements on performance of the same.
- B. **CONTRACTOR** may, at **CONTRACTOR'S** own expense, employ or engage the services of such employees, subcontractors and/or partners as **CONTRACTOR** deems necessary to perform the services. The employees, subcontractors and/or partners are not and shall not be employees of the **COUNTY**, and the **COUNTY** shall have no obligation to provide employees, subcontractors and/or partners with any salary or benefits. **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the services by the employees, subcontractors and/or partners in a manner satisfactory to the **COUNTY**, in compliance with any and all applicable Federal, State or Local Laws and Regulations.
- C. **CONTRACTOR** acknowledges and agrees that **CONTRACTOR** and its employees, subcontractors and/or partners have no authority to enter into contracts that bind the **COUNTY** or create obligations on the part of the **COUNTY** without the prior written authorization of the **COUNTY**.

5. **REIMBURSEMENT FOR SERVICES**

- A. It is agreed and understood by all Parties that the **COUNTY** will reimburse the **CONTRACTOR** for Social Adult Day Care Services which are provided in accordance with the terms and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support IIIIE grants.
- B. The **COUNTY** agrees to reimburse the **CONTRACTOR** **\$60.00 per day (\$6.00 per ½ hour or \$12.00 per hour)** which will include program, meals and transportation. A full day of programming is defined as five (5) hours, but the **CONTRACTOR** may bill in ½ hour increments when the client is attending less than five (5) hours per day. Reimbursement will be for each approved consumer who attends on the days per week authorized by the **COUNTY**.

C. The **COUNTY** funds are contingent upon availability of State and County of Oneida funding; reimbursement is payable in twelve (12) monthly vouchers as specified in the Voucher Instructions.

D. The total payments for this Agreement shall not exceed Sixty Two Thousand Dollars (**\$62,000.00**).

E. The **COUNTY** shall not be liable for any late fees for any interest in late payments. The obligations of the Parties hereunder are conditioned upon the continued availability of New York State, Federal and **COUNTY** funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State, Federal, and/or **COUNTY** officials fail to approve sufficient funds for completion of the services set forth in this Agreement, the **COUNTY** shall have the option to immediately terminate this Agreement upon providing written notice to the **CONTRACTOR** by certified mail. In such an event, the **COUNTY** shall be under no further obligation to the **CONTRACTOR** other than payment for costs actually incurred prior to termination and in no event will the **COUNTY** be responsible for any actual or consequential damages as a result of termination.

F. The **COUNTY** reserves the right to withhold payment under this Agreement due to the **CONTRACTOR'S** failure to properly perform its obligations under this Agreement. The **COUNTY** may withhold payment for including but not limited to:

1. defective services;
2. third party claims;
3. failure of the **CONTRACTOR** to pay its subcontractors, if any;
4. damage to the **COUNTY**; or
5. failure to carry out the services in accordance with this Agreement.

G. It is understood and agreed that the **COUNTY** shall not be responsible for any costs incurred by the **CONTRACTOR** prior to the effective date or following the termination date of this Agreement.

6. **NO CLAIM FOR DAMAGES**

A. The **CONTRACTOR** agrees to make no claim for damages for delay of reimbursement due to an act or omission by the **COUNTY**.

7. **EXPENSES**

A. **CONTRACTOR** is solely responsible for paying all of its business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services and other general operating expenses.

8. **TRAINING:**

A. **CONTRACTOR** and its employees, subcontractors and/or partners shall not be required to attend or undergo any training by the **COUNTY**, other than those trainings mandated by the Federal, State or Local Law and Regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or Local Law or Regulation necessary to perform the services described herein, **CONTRACTOR** shall be fully responsible for his or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

9. **NON ASSIGNMENT CLAUSE**

A. **CONTRACTOR** shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the **COUNTY**.

10. **SUBCONTRACTS**

A. A subcontractor is a person who has an agreement with the **CONTRACTOR** to perform any of the services.

B. The **CONTRACTOR** agrees to furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the services. The **COUNTY** shall be provided a copy of any and all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the services within ten (10) days of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

11. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its employees, subcontractors and/or partners to the **COUNTY** shall be that of an Independent Contractor. The **CONTRACTOR** and its employees, subcontractors and/or partners shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The **CONTRACTOR** and its employees, subcontractors and/or partners, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the **COUNTY** by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

B. The **CONTRACTOR** warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. **CONTRACTOR** and **COUNTY** agree that **CONTRACTOR** is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

C. The **CONTRACTOR** and its employees, subcontractors and/or partners shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting;

D. **CONTRACTOR** acknowledges and agrees that neither **CONTRACTOR**, nor its employees, subcontractors and/or partners, shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

E. **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to **CONTRACTOR** or its employees, subcontractors and/or partners under this Agreement, and for compliance with all applicable labor and employment requirements with respect to **CONTRACTOR'S** self-employment, sole proprietorship or other form of business organization, and with respect to the employees, subcontractors and/or partners, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The **COUNTY** shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). **CONTRACTOR** shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

F. The **CONTRACTOR** shall indemnify and hold the **COUNTY** harmless from all loss or liability incurred by the **COUNTY** as a result of the **COUNTY** not making such payments or withholdings.

G. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the **CONTRACTOR'S** Independent Contractor status, it is agreed that both the **COUNTY** and the **CONTRACTOR** shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

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

12. **STANDARD ASSURANCES**

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Federal Administration on Aging, the New York State Office for the Aging (NYSOFA), and the County of Oneida, more fully described in **APPENDIX A**.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

C. The **CONTRACTOR** shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right...."

D. The **CONTRACTOR** shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

E. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the New York State Office for the Aging and the Oneida County Office for the Aging and Continuing Care. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e., "***This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging***"). The **CONTRACTOR** should forward copies of all materials to the **COUNTY** at the end of each month.

F. The **COUNTY** shall conduct a program review to ensure that the **CONTRACTOR** is in compliance with all standards and regulations as set forth in this Agreement.

13. **NEW YORK STATE OFFICE FOR THE AGING (NYSOFA) TERMS AND CONDITIONS**

A. The **CONTRACTOR** agrees that all its activities under this contract, shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and Program Standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

- Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
- Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92]
- Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
- Older Americans Act

- Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
- Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)
- Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)
- Equal Access to Services and Targeting Policy (12-PI-08)
- Elder Law

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups within Oneida County. The **CONTRACTOR** agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

C. The **CONTRACTOR** shall inform persons with Limited English Proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The **CONTRACTOR** shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the **CONTRACTOR** agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the **CONTRACTOR**.

E. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide services to low-income minority individuals, older individuals with Limited English Proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-

income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas within the planning and service area.

14. **GRIEVANCE PROCEDURES**

A. The **CONTRACTOR** agrees to implement the **COUNTY'S** grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in **APPENDIX B**.

15. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

A. The **CONTRACTOR** shall keep CSEP/III-E funds separate; further, state and federal funds shall not be used as local share (match).

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the **COUNTY** Voucher Instructions, refer to **APPENDIX C**.

C. The **COUNTY** will be responsible for sending monthly donation letters and collecting participant contributions for all participants who attend Office for the Aging and Continuing Care funded day care program. Any contributions received by the **CONTRACTOR** for Office for the Aging and Continuing Care funded participant, directly, will be reported and deducted on monthly vouchers by the **CONTRACTOR**.

D. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations,) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a **COUNTY** grant supported activity, or earned as a result of the **COUNTY** grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The **CONTRACTOR** shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements and other grants within its program budget.

F. The **COUNTY** shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has been a **CONTRACTOR** for two (2) years or more; a copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when the contract is terminated.

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the Code of Federal Regulations 45-74, as amended in 1980.

16. **INDEMNIFICATION**

A. The obligations of the **CONTRACTOR** under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

B. The **CONTRACTOR** agrees that it shall defend, indemnify and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the services of the **CONTRACTOR** and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

C. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its agents; servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its officers, trustees, agents, servants, volunteers or independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the **CONTRACTOR** or not.

17. **INSURANCE COVERAGE REQUIREMENTS**

A. As part of its obligation to indemnify, defend and hold harmless the **COUNTY**, its officers, agents, employees, as set forth above, the **CONTRACTOR** agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

B. The **CONTRACTOR** shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

C. The **CONTRACTOR** shall not commence work until such insurance has been approved by the **COUNTY**. The certificates shall be on forms approved by the **COUNTY**. Acceptance of the certificates shall not relieve the **CONTRACTOR** of any of the insurance requirements, nor decrease

the liability of the **CONTRACTOR. COUNTY** reserves the right to require the Contractor to provide insurance policies for review by the **COUNTY**. The **CONTRACTOR** grants **COUNTY** a limited power of attorney to communicate with the **CONTRACTOR'S** insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

D. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the **CONTRACTOR'S** Commercial General Liability Policy, Auto Liability Policy, and Excess/Umbrella Policy. These Certificates and the Insurance Policies required below shall contain a provision that coverage afforded under the Policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the **COUNTY**.

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** agrees that it shall, at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

1. Coverage for the additional insured shall include completed operations,
2. The CGL coverage shall include a General Aggregate Limit and such General Aggregate Limit shall apply separately to each project,
3. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products- completed operations, and personal and advertising injury,
4. There shall be no exclusions to contractual liability for Employee Injuries (i.e. Labor Law Exclusions),
5. The **CONTACTOR** shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least tree (3) years after completion of the Services.

F. Auto Liability: The **CONTRACTOR** agrees that it shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Business Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Agreement. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The **CONTRACTOR** agrees to have the

COUNTY added to said insurance policies as a named additional insured, on a primary, non-contributory basis;

G. Excess/Umbrella Liability Insurance: The **CONTRACTOR** agrees that it shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis.. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self- insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability, and Employers Liability maintained by the **COUNTY**;

H. Professional Liability Insurance: The **CONTRACTOR** agrees that it shall, during the term of this Agreement maintain a professional liability policy and will provide the **COUNTY** with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

I. Workers Compensation and Employers Liability Insurance: The **CONTRACTOR** agrees that it shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Worker's Compensation Law at statutory New York limits.

J. The **CONTRACTOR** shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Requirements paragraphs.

K. Payment(s) to the **CONTRACTOR** may be suspended in the event the **CONTRACTOR** and his sub-contractors, if any, fails to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Business Auto Liability or Workers Compensation and Employers Liability Insurance maintained per requirements stated above.

18. **REPORTING REQUIREMENTS**

A. The **COUNTY** shall, pursuant to the requirements of CSEP/III-E funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging (96-PI-43).

B. The **CONTRACTOR** shall provide the **COUNTY** with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State

Office for the Aging's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The **CONTRACTOR** shall maintain appropriate client records on each EISEP client who receives services through this program; the **COUNTY** shall have access to the client records upon request; the **COUNTY** shall have ownership of all patient's records and files.

D. The **CONTRACTOR** agrees to comply with policies ensuring client confidentiality, as established by the **COUNTY**, when information sharing between agencies is crucial to the client's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The **CONTRACTOR** shall provide the **COUNTY** with required monthly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by the dates specified.

19. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** and the **COUNTY** shall coordinate referrals.

B. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

20. **AGREEMENT CANCELLATION**

A. The Agreement may be cancelled by the **COUNTY** for failure by the **CONTRACTOR** to comply with the terms and conditions of this Agreement. The **CONTRACTOR** shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon thirty (30) day written notice to the other party.

C. The **CONTRACTOR** agrees that in the event of termination, said party shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY**.

D. The **CONTRACTOR** shall coordinate with the **COUNTY** and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the clients' behalf.

21. **STANDARD ADDENDUM**

A. The **CONTRACTOR** agrees to comply with the **COUNTY'S** Standard Clauses as set forth in the Addendum, which is attached hereto and made a part hereof as **APPENDIX D**.

22. **ENTIRE AGREEMENT**

A. This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

B. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all Parties.

C. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

23. **INCORPORATION BY REFERENCE**

A. All exhibits, addenda, appendices and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

24. **STANDARD ADDENDUM**

A. The **CONTRACTOR** agrees to comply with the **COUNTY's** Standard Clauses as set forth in the Addendum, which is attached hereto and made a part hereof as **APPENDIX D**.

25. **CHOICE OF LAW/FORUM**

A. If either Party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

B. The **CONTRACTOR** expressly consents to personal jurisdiction in New York State.

C. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

26. **SERVICE OF PROCESS.**

A. The **CONTRACTOR** expressly agrees that in the event an action is filed in a Court of Competent Jurisdiction in Oneida County, New York, service of said action shall be made in accordance with New York State Civil Practice Law and Rules Section 311, New York State Business Corporation Law Section 306, and/or New York State Business Corporation Law Section 307, and such service shall be deemed good and sufficient.

27. **SUCCESSORS AND ASSIGNS**

A. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

28. **NON WAIVER**

A. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

29. **SUCCESSORS AND ASSIGNS**

A. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

30. **SEVERABILITY**

A. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

31. **AUTHORITY TO ACT/SIGN**

A. The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the **CONTRACTOR** to enter into this Agreement, or to consummate the transactions contemplated herein.

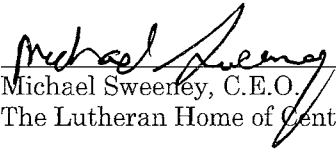
32. **ADVICE OF COUNSEL**

A. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

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IN WITNESS THEREOF, the Parties have here unto set their hand on the date respectively stated.

CONTRACTOR



Michael Sweeney, C.E.O.
The Lutheran Home of Central New York, Inc.

2/22/17

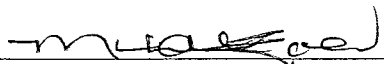
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING AND CONTINUING CARE



Michael J. Romano, Director

3/6/17

Date

Approved:

By: _____
Merima Smajic, Esq., Assistant County Attorney

Date

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
45 CFR Part 74 (Administration of Grants)
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
45 CFR Part 93 (New Restrictions on Lobbying)
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))
Office of Management and Budget (OMB)
OMB Circular A-87 (Cost Principles for State and Local Governments)
OMB Circular A-95 (Clearinghouse Review)
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
OMB Circular A-122 (Cost Principles for Non-profit Organizations)
OMB Circular A-128 (Audits of State and Local Governments)
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

APPENDIX B

Oneida County Office for the Aging

Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

Grievance Process

Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written

responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

APPENDIX C

Oneida County Office for the Aging
2015-2016

**Voucher Instructions
For Units of Services Contracts**

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
 - ✓ State the number of units of service and the description of services performed during the month.
 - ✓ List the Unit Price as stated in the Contract Budget.
 - ✓ Place the amount (Units X Unit Price) in the Amount column.
 - ✓ Place the amount to be reimbursed in the Total block.
 - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
 - ✓ Attach CAARS monthly report.
 - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
 - ✓ Attach appropriate backup:
 - Payroll certification sheets and time sheets signed by Agency employee.
 - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
 - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
 - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
 - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

8. Timely Submissions:

- ✓ Submit monthly vouchers by the 10th day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

9. Changes To The Budget (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

10. Technical Assistance:

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

APPENDIX D

Standard Contract Clauses Addendum

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

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

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

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

1. Executory or Non-Appropriation Clause.

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the tension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
 2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an on-going drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Contractor's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (0), (0), (d), (0), (f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and

2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **Health Insurance Portability and Accountability Act (HIPAA).** When applicable to the services provided pursuant to the Contract:

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and

3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to

prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

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

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

c. The Contractor shall:

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

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

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.
5. **Non-Assignment Clause.** In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.
6. **Worker's Compensation Benefits.** In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
7. **Non-Discrimination Requirements.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section

220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.
9. **Non-Collusive Bidding Certification.** In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.
10. **Records.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to

disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

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

14. Prohibition on Purchase of Tropical Hardwoods.

- a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.
- b. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor

will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. **Compliance with New York State Information Security Breach and Notification Act.** The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).
16. **Gratuities and Kickbacks.**
 - a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
 - b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
17. **Audit.**
 - a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall

maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

- a. Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).
- b. Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.
- c. During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.
- d. The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.
County Executive

Michael J. Romano
Director

120 Airline Street, Oriskany, NY 13424

Phone 315-798-5456

Fax 315-798-6444

E-mail. ofa@ocgov.net

February 7, 2017

FN 20 17135 Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

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

HEALTH & HUMAN SERVICES

[Signature]
Anthony J. Picente, Jr.
County Executive

WAYS & MEANS

Date 4/4/17

Dear Mr. Picente:

I am submitting the following Contract Agreement between the Office for the Aging and Continuing Care, and the North Utica Senior Citizen's Recreation Center, Inc., for the Board of Legislature's review and approval.

The purpose of this Agreement is to provide fiscal intermediary services for Oneida County's Aging Programs that include flexible consumer-directed care using budget based care plans provided by program coordinators, consumers and caregivers. The service programs provided under these agencies are the Caregiver Support Program Emergency Respite Services, the Community Living Program (CLP), and the Veteran's Directed Home and Community Based Services Program (VDHCBS). The total amount of this Agreement is \$225,934.00.

These programs are supported by the following funds, Federal \$99,500.00; State \$106,184.00; and County \$20,250.00 funds. This Agreement will commence on January 1, 2017 and will terminate on December 31, 2017.

I am available at your convenience to answer to any questions you might have regarding this Agreement.

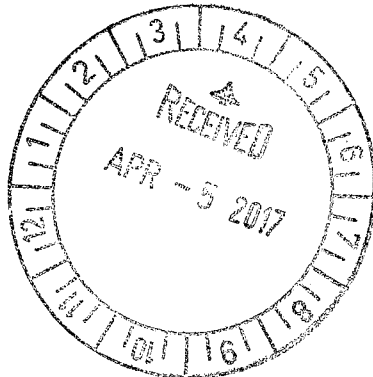
Sincerely,

[Signature]

Michael J. Romano
Director

MJR/jc

Enclosures



Oneida Co. Department: Office of the Aging

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: The North Utica Senior Citizens Recreation Center, Inc.
50 Riverside Drive
Utica, New York 13502

Title of Activity or Service: Fiscal Intermediary Services

Proposed Dates of Operation: January 1, 2017 – December 31, 2017

Client Population/Number to be Served:

- (a) **Caregiver Support Program Emergency Respite Service:**
Approximately fifty (50) clients are expected to be in need of respite services.
- (b) **Community Living Program (CLP):**
Approximately forty (40) elderly and disabled individuals most at risk for Medicaid spend down and Nursing Home Placement.
- (c) **Veteran's Directed Program (VDHCBS):**
Approximately thirty (30) disabled Veterans most at risk for nursing home placement in need of community based long term care services.
- (d) **Alzheimer's Associations Respite Grant**
Approximately forty (40) scholarships are available for clients with Alzheimer's or a related disorder in need of respite services.
- (e) **BIPP Caregiver**
Approximately ten (10) clients who are Medicaid eligible are expected to be in need of respite services.

Summary Statements

1) Narrative Description of Proposed Services

- (a) Caregiver Support Program Emergency Respite Services addresses the immediate, intermittent respite needs for a caregiver and care receiver.
- (b) Community Living Program (CLP) will provide Oneida County with the ability to develop a flexible consumer directed model of service to allow clients to remain in their community.
- (c) Veteran's Directed Program (VDHCBS) will provide disabled Veterans with the ability to develop a flexible consumer directed model of service which will allow them to remain in the community.
- (d) Alzheimer's Association Respite Grant will address the immediate, intermittent respite needs for caregivers and care receivers who suffer from Alzheimer's or related disorder.
- (e) BIPP Caregiver will provide respite services for individuals who are Medicaid eligible and in need of flexible, consumer and community based supports.

2) Program/Service Objectives and Outcomes:

(a) Caregiver Support Program Emergency Respite Services will provide support service activities that are temporary, substitute supports or short-term living arrangements, thus allowing a brief period of relief or rest for caregivers that ultimately assist in keeping the care receiver in the community.

(b) Community Living Program (CLP) will link individuals with home and community based services and supports, using a budget based consumer driven plan of care, with services and goods selected by the consumer or primary caregiver.

(c) Veteran's Directed Program (VDHCBS) will link Veterans with home and community based services and supports, using a budget-based consumer driven plan of care, with services and goods selected by the consumer or primary caregiver.

(d) Alzheimer's Association Respite Grant will provide support services activities that are temporary, substitute supports or short-term living arrangements, thus allowing a brief period of relief or rest for caregivers of clients with Alzheimer or another related disease.

(e) BIPP Caregiver will provide Medicaid eligible clients with flexible, consumer and community based supports as well as respite services to allow a brief period of relief or rest for caregivers that ultimately assist in keeping the care receiver in the community.

3) Program Design and Staffing: N/A

Total Funding Requested: \$225,934.00

**Account # A6772.495135
A6774.495.99
A6772.495149**

Oneida County Dept. Funding Recommendation: \$225,934.00

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

- **Caregiver Respite Program (IIIIE) (#A6772.495135) \$26,000.00**
Federal: 75% (\$19,500.00) State: 0% (\$0) County: 25% (\$6,500.00)
- **Community Living Program (CLP) (#A6774.49599) \$55,000.00**
Federal: 0% (\$0) State: 75% (\$41,250.00) County: 25% (\$13,750.00)
- **Veteran's Directed Program (VDHCBS) (#A6772.495149) \$80,000.00**
Federal: 100% (\$80,000.00) State: 0% (\$0) County: 0% (0)
- **Alzheimer's Association Respite Grant (#A6772.495135) \$45,500.00**
Federal: 0% (\$0) State: 100% (\$45,500.00) County: 0% (\$0)
- **Caregiver (BIPP) (#A6772.495135) \$19,434.00**
Federal: 0% (\$0) State: 100% (\$19,434.00) County: 0% (\$0)

Cost Per Client Served: N/A

Past Performance Data: 2016 was the first full year this agency provided fiscal intermediary services to support the consumer-directed programs.

O.C. Department Staff Comments: Added two programs to the Fiscal Intermediary Services Agreement (Caregiver BIPP and Alzheimer's Association Respite Grant).

Oneida Co. Department: Office of the Aging

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: The North Utica Senior Citizens Recreation Center, Inc.
50 Riverside Drive
Utica, New York 13502

Title of Activity or Service: Fiscal Intermediary Services

Proposed Dates of Operation: January 1, 2017 – December 31, 2017

Client Population/Number to be Served:

- (a) **Caregiver Support Program Emergency Respite Service:**
Approximately fifty (50) clients are expected to be in need of respite services.
- (b) **Community Living Program (CLP):**
Approximately forty (40) elderly and disabled individuals most at risk for Medicaid spend down and Nursing Home Placement.
- (c) **Veteran's Directed Program (VDHCBS):**
Approximately thirty (30) disabled Veterans most at risk for nursing home placement in need of community based long term care services.
- (d) **Alzheimer's Associations Respite Grant**
Approximately forty (40) scholarships are available for clients with Alzheimer's or a related disorder in need of respite services.
- (e) **BIPP Caregiver**
Approximately ten (10) clients who are Medicaid eligible are expected to be in need of respite services.

Summary Statements

1) Narrative Description of Proposed Services

- (a) Caregiver Support Program Emergency Respite Services addresses the immediate, intermittent respite needs for a caregiver and care receiver.
- (b) Community Living Program (CLP) will provide Oneida County with the ability to develop a flexible consumer directed model of service to allow clients to remain in their community.
- (c) Veteran's Directed Program (VDHCBS) will provide disabled Veterans with the ability to develop a flexible consumer directed model of service which will allow them to remain in the community.
- (d) Alzheimer's Association Respite Grant will address the immediate, intermittent respite needs for caregivers and care receivers who suffer from Alzheimer's or related disorder.
- (e) BIPP Caregiver will provide respite services for individuals who are Medicaid eligible and in need of flexible, consumer and community based supports.

2) Program/Service Objectives and Outcomes:

(a) Caregiver Support Program Emergency Respite Services will provide support service activities that are temporary, substitute supports or short-term living arrangements, thus allowing a brief period of relief or rest for caregivers that ultimately assist in keeping the care receiver in the community.

(b) Community Living Program (CLP) will link individuals with home and community based services and supports, using a budget based consumer driven plan of care, with services and goods selected by the consumer or primary caregiver.

(c) Veteran's Directed Program (VDHCBS) will link Veterans with home and community based services and supports, using a budget-based consumer driven plan of care, with services and goods selected by the consumer or primary caregiver.

(d) Alzheimer's Association Respite Grant will provide support services activities that are temporary, substitute supports or short-term living arrangements, thus allowing a brief period of relief or rest for caregivers of clients with Alzheimer or another related disease.

(e) BIPP Caregiver will provide Medicaid eligible clients with flexible, consumer and community based supports as well as respite services to allow a brief period of relief or rest for caregivers that ultimately assist in keeping the care receiver in the community.

3) Program Design and Staffing: N/A

Total Funding Requested: \$225,934.00

**Account # A6772.495135
A6774.495.99
A6772.495149**

Oneida County Dept. Funding Recommendation: \$225,934.00

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

- **Caregiver Respite Program (IIIIE) (#A6772.495135) \$26,000.00**
Federal: 75% (\$19,500.00) State: 0% (\$0) County: 25% (\$6,500.00)
- **Community Living Program (CLP) (#A6774.49599) \$55,000.00**
Federal: 0% (\$0) State: 75% (\$41,250.00) County: 25% (\$13,750.00)
- **Veteran's Directed Program (VDHCBS) (#A6772.495149) \$80,000.00**
Federal: 100% (\$80,000.00) State: 0% (\$0) County: 0% (0)
- **Alzheimer's Association Respite Grant (#A6772.495135) \$45,500.00**
Federal: 0% (\$0) State: 100% (\$45,500.00) County: 0% (\$0)
- **Caregiver (BIPP) (#A6772.495135) \$19,434.00**
Federal: 0% (\$0) State: 100% (\$19,434.00) County: 0% (\$0)

Cost Per Client Served: N/A

Past Performance Data: 2016 was the first full year this agency provided fiscal intermediary services to support the consumer-directed programs.

O.C. Department Staff Comments: Added two programs to the Fiscal Intermediary Services Agreement (Caregiver BIPP and Alzheimer's Association Respite Grant).

AGREEMENT

THIS AGREEMENT by and between THE NORTH UTICA SENIOR CITIZENS RECREATION CENTER, INC., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, located at 50 Riverside Drive, Utica, New York 13502, hereinafter known as "CONTRACTOR," and the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business and office located at 800 Park Ave., Utica, New York 13501, by and through its department of OFFICE FOR THE AGING AND CONTINUING CARE, located at 120 Airline Street -Suite 201, Oriskany, New York 13424, hereinafter known as the "COUNTY," collectively, the "PARTIES."

WITNESSETH:

WHEREAS, the COUNTY has the primary responsibility for the overall planning and coordination of COUNTY funds including the Federal AOA-Older Americans Act Title III, Title V, NYSOFA - EISEP, CSE, CSI, SNAP, HIICAP, MIPPA/SHIP, and County of Oneida funds; and

WHEREAS, the COUNTY has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the COUNTY; and

WHEREAS, the COUNTY will provide technical assistance, upon request, to assist the CONTRACTOR in more effectively carrying out service delivery and/or complying with Federal, State and local statutes, policies, rules and regulations; and

WHEREAS, the CONTRACTOR is willing and able to perform the services required by this Agreement;

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

1. TERM OF AGREEMENT

A. The terms and conditions of this Agreement shall commence January 1, 2017 and terminate December 31, 2017.

2. AGREEMENT RENEWAL

A. The COUNTY and the CONTRACTOR may negotiate this Agreement annually.

B. Nothing herein shall be construed to indicate that the COUNTY is bound to renew this Agreement with CONTRACTOR on an annual basis, and COUNTY reserves the right to seek the same or similar services from third Parties.

3. **SCOPE OF SERVICES**

A. The **CONTRACTOR** agrees to utilize Program funds to provide flexible consumer services as part of the consumer's individualized budget based plan of care created by the Program Case Coordinator in collaboration with the consumer or the consumer's primary caregiver.

B. The **CONTRACTOR** agrees to maintain accounting services for the consumer's care budget, financial independent audits and funds for the purchase of community services and supports required by this Agreement.

C. The **CONTRACTOR** agrees to establish a Memorandum of Understanding, consistent with this Agreement, with various community agencies of the consumer's choosing. The **CONTRACTOR** agrees to provide goods and services selected by the consumer and their caregiver, to be purchased out of the consumer's individual care budget, and listed in the consumer's self-directed plan of care.

D. The **CONTRACTOR** agrees to utilize funds to provide flyers, brochures, and family education materials deemed necessary and approved by the **COUNTY**.

E. The **CONTRACTOR** agrees to provide a monthly accounting of the program's fund balance with copies of invoices and other necessary supporting documents as required by the **COUNTY**.

F. The Program Case Coordinator will fax an approval form for each authorized service to each provider prior to services starting, and will provide the **CONTRACTOR** with a copy of each faxed approval form.

4. **PERFORMANCE OF SERVICES**

A. **CONTRACTOR** represents that **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. **CONTRACTOR** shall use **CONTRACTOR'S** best efforts to perform the services such that the results are satisfactory to the **COUNTY**. **CONTRACTOR** shall be solely responsible for communications with the Consumer or Consumer's caregiver in order to determine the location, method, details and means of performing the services, except where Federal, State or local Laws and Regulations impose specific requirements on performance of the same.

B. **CONTRACTOR** may, at **CONTRACTOR'S** own expense, employ or engage the services of such employees, subcontractors and/or partners as **CONTRACTOR** deems necessary to perform the services. The employees, subcontractors and/or partners are not and shall not be employees of the **COUNTY**, and the **COUNTY** shall have no obligation to provide employees, subcontractors and/or partners with any salary or benefits. **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the services by the employees, subcontractors and/or partners in a manner satisfactory to the **COUNTY**, in compliance with any and all applicable Federal, State or Local Laws and Regulations.

C. **CONTRACTOR** acknowledges and agrees that **CONTRACTOR** and its employees, subcontractors and/or partners have no authority to enter into contracts that bind the **COUNTY** or create obligations on the part of the **COUNTY** without the prior written authorization of the **COUNTY**.

5. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all **PARTIES** that the **COUNTY** will reimburse the **CONTRACTOR** in accordance with the terms and conditions of this Agreement, EISEP, and the Older Americans Act.

B. The **COUNTY** agrees to reimburse the **CONTRACTOR** for Program expenses, with total payments not to exceed Two Hundred Twenty-Five Thousand Nine Hundred Thirty-Four dollars and no cents (**\$225,934.00**). The breakdown of Program funding will be as follows:

<u>PROGRAM</u>	<u>SERVICES</u>	<u>ADMIN FEE</u>	<u>TOTAL AMT.</u>
•Caregiver Respite Program (IIE)	\$23,400.00	\$2,600.00	\$26,000.00
•Community Living Program (EISEP/CLP)	\$49,500.00	\$5,500.00	\$55,000.00
•Veteran Directed Program (VDHCBS)	\$72,000.00	\$8,000.00	\$80,000.00
•BIP Caregiver Support Program	\$17,491.00	\$1,943.00	\$19,434.00
•Alzheimer’s Association Respite Services	\$40,950.00	\$4,550.00	\$45,500.00
	TOTAL		\$225,934.00

C. The **COUNTY** grant funds are contingent upon availability of Federal, State and County of Oneida funding. The **COUNTY** will reimburse the **CONTRACTOR** a maximum of Two Hundred Twenty-Five Thousand Nine Hundred Thirty Four dollars (**\$225,934.00**); (**\$203,341.00 Direct Services and \$22,593.00 Administrative Funding**) payable as specified in the OFA Voucher Instructions. The payment schedule will be as follows:

<u>DATE</u>	<u>PAYMENT AMOUNT</u>
• January 1, 2016	\$56,483.50
• April 1, 2016	\$56,483.50
• July 1, 2016	\$56,483.50
• October 1, 2016	\$56,483.50

D. Unused Caregiver Respite Support Program funds are allowed to be carried over from one fiscal year to the next and utilized for the Respite Scholarship Fund Program functions.

E. The **COUNTY** shall not be liable for any late fees for any interest in late payments. The obligations of the **PARTIES** hereunder are conditioned upon the continued availability of New York State, Federal and **COUNTY** funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State, Federal, and/or **COUNTY** officials fail to approve sufficient funds for completion of the services set forth in this Agreement, the **COUNTY** shall have the option to immediately terminate this Agreement upon providing written notice to the **CONTRACTOR** by certified mail. In such an event, the **COUNTY** shall be under no further obligation to the **CONTRACTOR** other than payment for costs actually incurred prior to termination

and in no event will the COUNTY be responsible for any actual or consequential damages as a result of termination.

F. The COUNTY reserves the right to withhold payment under this Agreement due to the CONTRACTOR'S failure to properly perform its obligations under this Agreement. The COUNTY may withhold payment for including but not limited to:

1. defective services;
2. third party claims;
3. failure of the CONTRACTOR to pay its subcontractors, if any;
4. damage to the COUNTY; or
5. (5) failure to carry out the services in accordance with this Agreement.

G. It is understood and agreed that the COUNTY shall not be responsible for any costs incurred by the CONTRACTOR prior to the effective date or following the termination date of this Agreement.

6. **NO CLAIM FOR DAMAGES**

A. The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by the COUNTY.

7. **EXPENSES**

A. CONTRACTOR is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services and other general operating expenses.

8. **TRAINING:**

A. CONTRACTOR shall not be required to attend or undergo any training by the COUNTY, other than those trainings mandated by the Federal, State or Local Law and Regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or Local Law or Regulation necessary to perform the services described herein, CONTRACTOR shall be fully responsible for his or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

9. **NON ASSIGNMENT CLAUSE**

A. CONTRACTOR shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the COUNTY.

10. **SUBCONTRACTS**

A. A subcontractor is a person who has an agreement with the **CONTRACTOR** to perform any of the services.

B. The **CONTRACTOR** agrees to furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the services. The **COUNTY** shall be provided a copy of any and all agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the services within ten (10) days of their final execution;

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

11. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its employees to the **COUNTY** shall be that of an Independent Contractor. The **CONTRACTOR** and its employees shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The **CONTRACTOR** and its employees, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the **COUNTY** by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

B. **CONTRACTOR** warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. **CONTRACTOR** and **COUNTY** agree that **CONTRACTOR** is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

C. The **CONTRACTOR** and its employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

D. **CONTRACTOR** acknowledges and agrees that neither **CONTRACTOR**, nor its employees, subcontractors and/or partners, shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

E. **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to **CONTRACTOR** or its employees, subcontractors and/or partners under this Agreement, and for compliance with all applicable labor and employment requirements with respect to **CONTRACTOR'S** self-employment, sole proprietorship or other form of business organization, and with respect to the employees, subcontractors and/or partners, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The **COUNTY** shall not

be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). **CONTRACTOR** shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

F. The **CONTRACTOR** will indemnify and hold the **COUNTY** harmless from all loss or liability incurred by the **COUNTY** as a result of the **COUNTY** not making such payments or withholdings; If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the **CONTRACTOR'S** Independent Contractor status, it is agreed that both the **COUNTY** and the **CONTRACTOR** shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

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

12. **STANDARD ASSURANCES**

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Federal Administration on Aging, the New York State Office for the Aging (NYSOFA), and the Grievance procedures of the County of Oneida, all as are more fully described in **APPENDIX A** and compliance with which is required by Federal, State or Local Law or Regulation.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

C. The **CONTRACTOR** shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right...."

D. The **CONTRACTOR** shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

E. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials on the work of or funded by the **COUNTY** will give due recognition to the New York State Office for the Aging and the Oneida County Office for the Aging and Continuing Care. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e., *“This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging.”*). The **CONTRACTOR** should forward copies of all materials to the **COUNTY** at the end of each month.

F. The **COUNTY** shall conduct a program review to ensure that the **CONTRACTOR** is in compliance with all standards and regulations required by Federal, State or Local Law or Regulation as set forth in this Agreement.

13. **NEW YORK STATE OFFICE FOR THE AGING (NYSOFA) TERMS AND CONDITIONS**

A. The **CONTRACTOR** agrees that all its activities under this contract, shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and Program Standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

- Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination)
- Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92])
- Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.)
- Older Americans Act
- Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)
- Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.)
- Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors)
- Equal Access to Services and Targeting Policy (12-PI-08)
- Elder Law

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups within Oneida County. The **CONTRACTOR** agrees to concentrate the services on older adults in

the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

C. The **CONTRACTOR** shall inform persons with Limited English Proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The **CONTRACTOR** shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the **CONTRACTOR** agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the **CONTRACTOR**.

E. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide services to low-income minority individuals, older individuals with Limited English Proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas within the planning and service area.

14. **GRIEVANCE PROCEDURES**

A. The **CONTRACTOR** agrees to implement the **COUNTY'S** grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in **APPENDIX B**.

15. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

A. The **CONTRACTOR** shall keep Program funds separate; further, state and federal funds shall not be used as local share (match).

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the **COUNTY** Voucher Instructions, refer to **APPENDIX C**.

C. The **COUNTY** will be responsible for sending monthly donation letters and collecting participant contributions for all participants who attend Office for the Aging and Continuing Care funded day care program. Any contributions received by the **CONTRACTOR** for Office for the Aging

and Continuing Care funded participant, directly, will be reported and deducted on monthly vouchers by the **CONTRACTOR**.

D. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations,) given to the supported programs. "Program income means gross income received by the subcontractor directly generated by a **COUNTY** grant supported activity, or earned as a result of the **COUNTY** grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The **CONTRACTOR** shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements and other grants within its program budget.

F. The **COUNTY** shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has been a **CONTRACTOR** for two (2) years or more; a copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when the contract is terminated.

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the Code of Federal Regulations 45-74, as amended in 1980.

16. **INDEMNIFICATION**

A. The obligations of the **CONTRACTOR** under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

B. The **CONTRACTOR** agrees that it shall defend, indemnify and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the services of the **CONTRACTOR** and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

C. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its agents; servants, volunteers, or employees or to any other persons or damage to any property

sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its officers, trustees, agents, servants, volunteers or independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the **CONTRACTOR** or not.

17. INSURANCE COVERAGE REQUIREMENTS

- A. **Commercial General Liability Insurance:** 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 or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00); per occurrence and such insurance shall not be less than Two Million Dollars (\$2,000,000) in the aggregate. The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named **ADDITIONAL INSURED**, on a primary, non-contributory basis, as its interest may appear, and to provide the **COUNTY** with a certificate from said insurance company, or companies, showing coverage as herein before required, and to provide that such coverage shall not be terminated without written prior notice to the **COUNTY** of at least thirty (30) days.
- B. **Professional Liability Insurance:** The **CONTRACTOR** shall maintain a professional liability policy and will provide the **COUNTY** with proof of coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The **CONTRACTOR** agrees that coverage shall not be terminated without prior written notice to the **COUNTY** of at least thirty (30) days.
- C. **Workman's Compensation Insurance:** **CONTRACTOR** agrees that it will, at its own expense, at all times during the terms of this Agreement procure and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against claims under New York State Worker's Compensation Law.
- D. The **CONTRACTOR** shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York.
- E. The **CONTRACTOR** shall require any subcontractor to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the paragraphs above.
- F. Payment(s) to the **CONTRACTOR** may be suspended in the event the **CONTRACTOR** and his sub-contractors, if any, fails to provide the required insurance documentation in a timely manner;

G. **Waiver of Subrogation:** CONTRACTOR waives all rights against the COUNTY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Business Auto Liability or Workers Compensation and Employers Liability Insurance maintained per requirements stated above.

18. **REPORTING REQUIREMENTS**

A. The COUNTY shall, pursuant to the requirements of funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the COUNTY with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The CONTRACTOR shall maintain appropriate client records on each client who receives services through this program; the COUNTY shall have access to the client records upon request; the COUNTY shall have ownership of all patient's records and files.

D. The CONTRACTOR agrees to comply with policies ensuring client confidentiality, as established by the COUNTY, when information sharing between agencies is crucial to the client's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The CONTRACTOR shall provide the COUNTY with required monthly, periodic, and/or special reports and shall submit all reports to the COUNTY by the dates specified.

19. **COORDINATION REQUIREMENTS**

A. The CONTRACTOR and the COUNTY shall coordinate referrals.

B. The CONTRACTOR and the COUNTY shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

C. The CONTRACTOR shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

20. **AGREEMENT CANCELLATION**

A. The Agreement may be cancelled by the COUNTY for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement. The CONTRACTOR shall agree to incur

no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon thirty (30) day written notice to the other party.

C. The **CONTRACTOR** agrees that in the event of termination, said party shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY**.

D. The **CONTRACTOR** shall coordinate with the **COUNTY** and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the clients' behalf.

21. **STANDARD ADDENDUM**

A. The **CONTRACTOR** agrees to comply with the **COUNTY'S** Standard Clauses as set forth in the Addendum, which is attached hereto and made a part hereof as **APPENDIX D**.

22. **ENTIRE AGREEMENT**

A. This Agreement contains the binding Agreement between the **PARTIES** and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

B. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all **PARTIES**.

C. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

23. **INCORPORATION BY REFERENCE**

A. All exhibits, addenda, appendices and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

24. **STANDARD ADDENDUM**

A. The **CONTRACTOR** agrees to comply with the **COUNTY's** Standard Clauses as set forth in the Addendum, which is attached hereto and made a part hereof as **APPENDIX D**.

25. **CHOICE OF LAW/FORUM**

A. If either Party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

B. The **CONTRACTOR** expressly consents to personal jurisdiction in New York State.

C. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

26. **SERVICE OF PROCESS**

A. The **CONTRACTOR** expressly agrees that in the event an action is filed in a Court of Competent Jurisdiction in Oneida County, New York, service of said action shall be made in accordance with New York State Civil Practice Law and Rules Section 311, New York State Business Corporation Law Section 306, and/or New York State Business Corporation Law Section 307, and such service shall be deemed good and sufficient.

27. **SUCCESSORS AND ASSIGNS**

A. This Agreement shall be binding on and inure to the benefit of the **PARTIES** hereto and their respective heirs, legal or personal representatives, successors, and assigns.

28. **NON WAIVER**

A. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the **PARTIES** to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

29. **SUCCESSORS AND ASSIGNS**

A. This Agreement shall be binding on and inure to the benefit of the **PARTIES** hereto and their respective heirs, legal or personal representatives, successors, and assigns.

30. **SEVERABILITY**

A. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the **PARTIES** agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the **PARTIES** agree that all other provisions shall remain valid and enforceable.

31. **AUTHORITY TO ACT/SIGN**

A. The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law

or otherwise, are necessary to authorize the **CONTRACTOR** to enter into this Agreement, or to consummate the transactions contemplated herein.

32. **ADVICE OF COUNSEL**

A. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

IN WITNESS THEREOF, the **PARTIES** have here unto set their hand on the date respectively stated.

CONTRACTOR

Misty R. O'Donnell
Yvonne McClusky, Executive Director
Misty R. O'Donnell

3/24/17
Date

COUNTY OF ONEIDA

Anthony J. Picente Jr., County Executive

Date

COUNTY

Michael J. Romano
Michael J. Romano, Director OFA/OCC

3/29/17
Date

Approved:

By: _____
Merima Smajic, Assistant County Attorney

Date

APPENDIX AA

Caregiver Respite
Policies and Procedures

Title: The Caregiver Support Program Coordination of Respite Services

Purpose: To identify caregivers and care receivers who are appropriate to be funded under the Caregiver Support Program for Respite Services.

The Caregiver Support Program is a Program of the Oneida County Office for the Aging. The Oneida County Office for the Aging subcontracts the service to provide:

- Respite care to enable caregivers to be temporarily relieved from their caregiving responsibilities through Institutional Respite Services.

To be eligible for Respite Services, there must be:

1. Caregiver as defined below.
2. Care receiver as defined below.
3. A respite need that will help sustain the caregivers efforts to care for an older relative who has a chronic illness or disability and will promote the ability of these individuals to remain in their homes and local communities instead of being placed in residential facilities. The respite need can be categorized as either or both of the following:
 - A. An imminent or emergency respite need that enables caregivers to be temporarily relieved from their caregiving responsibilities so that the caregiver can resume caregiving responsibilities once the short term need has been satisfied **AND/OR**
 - B. A respite need for a caregiver that is attempting to develop a long term plan of care for the care receiver to remain in the community and requires temporary, short term assistance from the Respite Services to accomplish this.

Caregiver is defined as “family caregiver means an adult family member, or another individual who is an informal provider of in-home and community care to an older (age 60 and older) individual.”¹

Care receiver, for purposes of Respite Services, is defined as an individual that is unable to perform at least two activities of daily living without substantial, human assistance, including verbal reminding, physical cueing, or supervision, or due to a cognitive or other mental impairment which requires substantial supervision.

Respite is defined as the ability to provide a brief period of relief or rest by providing activities and or services for the care receiver on an intermittent, occasional, or emergency basis such as: temporary, substitute supports, or short-term living arrangements may be in the form of in-home respite, adult care respite, respite guest hours, or institutional respite.

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The Oneida County Office for the Aging, hereinafter known as the **COUNTY**, Alzheimer’s Association, hereinafter known as the **CONTRACTOR**, and Participating Nursing Home Facilities will coordinate Respite Services by the following:

- The **COUNTY** will receive request for Respite Services including dates of stay.
- The **COUNTY** will complete a home assessment by a **COUNTY** case manager and/or the Caregiver Support Program Coordinator.

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<sup>1</sup> US Administration on Aging, Title III Part E National Family Caregiver Support Program (from the 2000 Amendments to the Older Americans Act)

- The **COUNTY** will complete appropriate paperwork to determine need and eligibility including the Caregiver Assessment Form, Release of Information for care receiver, Release of Information for caregiver, Compass Assessment Form for care receiver, and Medication List for care receiver.
- Caregiver Support Program Coordinator will contact the formal contact person at the Participating Nursing Home Facilities based on client geographic location, need, and request.
- Caregiver Support Program Coordinator will provide the chosen Participating Nursing Home Facility with the care receiver's Name, Social Security Number, Date of Birth, Address, and Phone Number.
- Caregiver Support Program Coordinator will fax the following paperwork to the formal contact person at the Participating Nursing Home Facility: Compass, releases of information, and medication list.
- Caregiver Support Program Coordinator will contact the caregiver and/or the care receiver to verify the approved Respite Services and inform them of the following steps in the procedure.
- Participating Nursing Home Facility will contact caregiver and care receiver to schedule the Participating Nursing Home Facilities own assessment.
- Participating Nursing Home Facility will obtain doctor's orders for the Respite Services, if the Facility is having difficulty, the Facility can request the Caregiver Support Program Coordinator facilitate obtaining the doctor's orders by utilizing the Caregiver Support Request Form.
- Participating Nursing Home Facility will obtain and complete any other paperwork related to Respite Services as it pertains to any related regulations or individual facility policies.
- Participating Nursing Home Facility will provide Respite Services for the prior approved time at the current Medicaid rate.
- Participating Nursing Home Facility will submit a Voucher to **COUNTY**.
- Caregiver Support Program will confirm that the Respite Services was rendered by contacting the caregiver and/or care receiver.
- Caregiver Support Program will authorize the **CONTRACTOR** to submit payment to the Participating Nursing Home Facility.

## APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)  
45 CFR Part 74 (Administration of Grants)  
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)  
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)  
45 CFR Part 93 (New Restrictions on Lobbying)  
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)  
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)  
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)  
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)  
Equal Pay Act of 1963, as amended (29 USC 206)  
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)  
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)  
Single Audit Act of 1984 (31 USC 7501, et. seq.)  
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))  
Office of Management and Budget (OMB)  
OMB Circular A-87 (Cost Principles for State and Local Governments)  
OMB Circular A-95 (Clearinghouse Review)  
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)  
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)  
OMB Circular A-122 (Cost Principles for Non-profit Organizations)  
OMB Circular A-128 (Audits of State and Local Governments)  
OMB Circular A-133 (Audits of Institutions of Higher Education and Non-profit Institutions)  
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)  
Article 19-J of the Executive Law  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)  
Executive Law of New York State, Article 15 (State Human Rights Law)  
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)  
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)  
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)  
EISEP Program Standards  
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)  
Legal Assistance Standards (94-PI-52)  
Weatherization Referral and Packaging Program (WRAP) Handbook  
Governor's 1960 Code of Fair Practices  
Governor's Executive Order 6 (Affirmative Action Efforts)  
Governor's Executive Order 19 (Prevention of Sexual Harassment)  
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)



## APPENDIX B

### **ONEIDA COUNTY OFFICE FOR THE AGING**

#### **Grievance Procedures**

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

#### **Right to File a Grievance**

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

#### **Denial of Service or Client's Unsatisfaction of Service**

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, and reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

#### **Grievance Process**

##### **Filing a Grievance**

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

##### **Investigation and Response to a Grievance**

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

##### **Appeal of Initial Response/Decision**

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

##### **Record Keeping**

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

##### **Confidentiality**

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

## APPENDIX C

Oneida County Office for the Aging  
2015-2016

### **Voucher Instructions For Units of Services Contracts**

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
  - ✓ State the number of units of service and the description of services performed during the month.
  - ✓ List the Unit Price as stated in the Contract Budget.
  - ✓ Place the amount (Units X Unit Price) in the Amount column.
  - ✓ Place the amount to be reimbursed in the Total block.
  - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
  - ✓ Attach CAARS monthly report.
  - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
  - ✓ Attach appropriate backup:
    - Payroll certification sheets and time sheets signed by Agency employee.
    - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
    - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
    - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
    - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
  - ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.

- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

**9. Changes To The Budget** (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

**10. Technical Assistance:**

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

**APPENDIX D**  
**Standard Contract Clauses Addendum**

THIS ADDENDUM, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee, provider or any third party, hereinafter known as CONTRACTOR.

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

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

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

**1. Executory or Non-Appropriation Clause.**

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the tension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
  2. The Contractor's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance program; and
  4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
1. Abide by the terms of the statement; and
  2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the rehabilitation Act of 1973, as amended; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (0), (0), (d), (0), (f).
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
  3. Place of Performance (street, address, city, county, state, zip code).
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.
4. **Health Insurance Portability and Accountability Act (HIPAA).** When applicable to the services provided pursuant to the Contract:
- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPPA," as well as all regulations promulgated by the Federal Government in furtherance hereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
    1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
    2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
    3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
  - b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
    1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
    2. The Contractor may provide data aggregation services relating to the health care operations of the County.
  - c. The Contractor shall:
    1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;

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

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

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

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

5. **Non-Assignment Clause.** In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. **Worker's Compensation Benefits.** In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.



7. **Non-Discrimination Requirements.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
8. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.
9. **Non-Collusive Bidding Certification.** In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.
10. **Records.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for

the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

#### **11. Identifying Information and Privacy Notification.**

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. **Conflicting Terms.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

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

14. **Prohibition on Purchase of Tropical Hardwoods.**

- a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.
- b. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

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

**16. Gratuities and Kickbacks.**

- a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**17. Audit.**

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

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

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

**18. Certification of compliance with the Iran Divestment Act.**

- a. Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).
- b. Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.
- c. During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.
- d. The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.



Oneida County

Anthony J. Picente, Jr.  
County Executive

Office for the Aging & Continuing Care

Michael J. Romano  
Director

120 Airline Street-Suite 201 Oriskany, NY 13424 Phone 315-798-5456 Fax 315-768-8658 E-mail. ofa@ocgov.net

March 20, 2017

FN 20 17-136 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

HEALTH & HUMAN SERVICES

*Anthony J. Picente, Jr.*  
County Executive

Date 4/4/17

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Contract Agreement between the Oneida County Office for the Aging and Continuing Care, and U.S. Care Systems, Inc., for your review and approval. If this Agreement meets with your approval, please forward to the Board of Legislators for further consideration.

This Agreement is for the provision of Personal Care Services. This Agreement will continue to provide in-home care services to the frail and elderly, and assist older consumers to delay or divert nursing home placement. The total amount of this Agreement is \$238,700.00, with 75% State (\$179,025.00) and 25% (\$59,675.00) County funds. This contract commences April 1, 2017 and terminates March 31, 2018.

I am available at your convenience to answer any questions you may have regarding this Agreement.

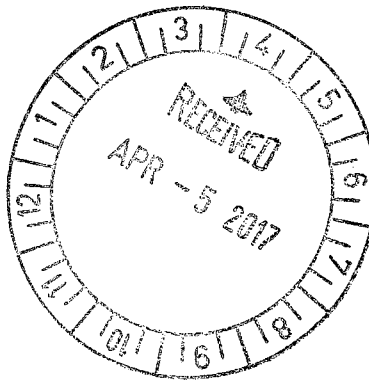
Sincerely,

*Michael J. Romano*

Michael J. Romano  
Director

MJR/jc

Enclosure



Oneida Co. Department: OFA/OCC

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other  X

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** U.S. Care Systems, Inc.  
2416 Genesee Street  
Utica, New York 13502

**Title of Activity or Service:** Home Health Care Agency (Personal Care Services)

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

**Client Population/Number to be Served:** Approximately 153 clients, age 60 or older.

**Summary Statements:**

**1) Narrative Description of Proposed Services**

To provide – non-medical homemaker/personal care services to Oneida County residents, age 60 and older who are functionally impaired in at least one Activity of Daily Living (i.e., bathing, dressing, toileting) or two Instrumental Activity of Daily Living (i.e., housekeeping, shopping, and preparing meals).

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

- To provide personal care services to frail, disabled, or homebound individuals who are limited in their activities of daily living.
- Usual tasks that may be performed by the Housekeeper/Chore Worker (PCA Level I) include:
  - Making/changing beds, dusting/vacuuming, light cleaning of kitchens, bedrooms and bathrooms, dishwashing, shopping for client, laundering, transportation to various appointments and community activities.
- Usual tasks that may be performed by the Personal Care Worker (PCA Level II) include:
  - All of PCA Level I tasks as well as bathing, dressing, grooming, assistance toileting, preparation of meals, feeding, and administering medications.

**3) Program Design and Staffing**

Personal Care Workers will provide a variety of services that include physically assisting clients with medical needs. Housekeeper/Chore Workers will provide clients with assistance with regular housekeeping and chores. Designated qualified supervisors will train both PCA I and PCA II workers and make regularly scheduled visits to the clients home to ensure the client's satisfaction with their services.

**Total Funding Requested:** \$ 238,700.00 Account #: A6774.49599

**Oneida County Dept. Funding Recommendation:** \$238,700.00

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

Federal: 0% (\$0) State: 75% (\$179,025.00) County: 25% (\$59,675.00)

**Cost Per Client Served:** \$18.50 per hour for homemaker/personal care (PCA Level II)  
\$17.85 per hour for housekeeper/chore (PCA Level I)

**Past Performance Data:** Current provider of personal care services for OFA EISEP clients.

**O.C. Department Staff Comments:** N/A

## AGREEMENT

This Agreement, made by and between the **U.S. CARE SYSTEMS, INC.**, a domestic business corporation organized and existing under the laws of the State of New York, located at 2614 Genesee Street, Utica, New York 13502, hereinafter referred to as the "**CONTRACTOR**," and the **COUNTY OF ONEIDA**, a municipal corporation, organized and existing under the laws of the State of New York, with its offices located at 800 park Ave., Utica, New York 13501, by and through its department of **OFFICE FOR THE AGING AND CONTINUING CARE**, located at 120 Airline Street, Suite 201, Oriskany, NY 13424, hereinafter referred to as the "**COUNTY**," collectively, the "Parties."

### WITNESSETH:

**WHEREAS**, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal AOA-Older Americans Act Title III, Title V, NYSOFA - EISEP, CSEP, CSI, SNAP, HIICAP, MIPPA/SHIP, and County of Oneida funds; and

**WHEREAS**, the **COUNTY** has the responsibility to formally and informally monitor, assess and evaluate all programs, services and contracts funded through the **COUNTY**; and

**WHEREAS**, the **COUNTY** will provide technical assistance, upon request, to assist the **CONTRACTOR** in more effectively carrying out service delivery and/or complying with Federal, State and local statutes, policies, rules and regulations; and

**WHEREAS**, the **CONTRACTOR** is willing and able to perform the services required by this Agreement;

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

1. **TERM OF AGREEMENT**

A. The terms and conditions of this Agreement shall commence **April 1, 2017** and terminate **March 31, 2018**.

B. The **COUNTY** and the **CONTRACTOR** may negotiate this Agreement annually. Nothing herein shall be construed to indicate that the **COUNTY** is bound to renew this Agreement with **CONTRACTOR** on an annual basis, and **COUNTY** reserves the right to seek the same or similar services from third parties.

2. **SCOPE OF SERVICES- EISEP/III-E SERVICES**

A. The **CONTRACTOR** agrees to provide non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and III-E in-home community based PCA Level II respite services through the **COUNTY**'s EISEP/III-E Programs; homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) services provided to those Oneida County residents who are age sixty (60) or older and who are functionally impaired in at least one (1) Activity of Daily Living (i.e., bathing, dressing, toileting) or two (2) Instrumental Activities of Daily Living (i.e., housekeeping, shopping, preparing meals); III-E in-home community based respite services are provided to care receivers for those Oneida County residents who are primary informal caregivers of persons who are age sixty (60) or older and who are functionally impaired, as shown by the need for the assistance of another person in at least one (1) Activity of Daily Living or two (2) Instrumental Activities of Daily Living.

B. The **CONTRACTOR** and **COUNTY** agree that all EISEP/III-E funded homemaker/personal care (PCA Level II), housekeeper/personal care (PCA Level I) and III-E in-home PCA Level II in-home community based respite services provided by the **CONTRACTOR** shall be prior approved and authorized by the client's Case Manager as defined in the client's Home Care Plan.

C. Residents who are eligible for services shall be referred to as "clients."

D. The **CONTRACTOR** and **COUNTY** agree that non-medical homemaker/personal care (PCA Level II), and housekeeper/chore (PCA Level I) services as defined under EISEP/III-E are equivalent to PCA Level II and PCA Level I services as defined under the New York State Department of Social Services regulations for the Medicaid Program.

E. The **COUNTY** and **CONTRACTOR** agree that the EISEP non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community based PCA Level II respite service clients shall be provided environmental support and personal care functions.

F. The following is a summary of usual tasks that may be performed by a homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker in accordance with NYS regulations:

- 1) some or total assistance with making and changing beds; (Level I & II)
- 2) some or total assistance with dusting and vacuuming the rooms which the client uses; (Level I & II)
- 3) some or total assistance with light cleaning of the kitchen, bedroom and bathroom; (Level I & II)
- 4) some or total assistance with dishwashing; (Level I & II)



- 5) some or total assistance with listing needed supplies; (Level I & II)
- 6) some or total assistance with shopping for the client; (Level I & II)
- 7) some or total assistance with client's laundering; this may include necessary ironing and mending; (Level I & II)
- 8) some or total assistance with payment of bills and other essential errands; (Level I & II)
- 9) escort assistance in getting to various appointments and community activities; (Level I & II)
- 10) some or total assistance with bathing of the client in the bed, the tub or in the shower; (Level II).
- 11) some or total assistance with dressing; (Level II)
- 12) some or total assistance with grooming, including care of hair, shaving, and ordinary care of nails, teeth, and mouth; (Level II)
- 13) some assistance with toileting; this may include assisting the client on and off the bedpan, commode or toilet; (Level II)
- 14) some assistance in walking, beyond that provided by durable medical equipment, within the home and outside the home; (Level II)
- 15) some assistance in transferring from bed to chair or wheelchair; (Level II)
- 16) some assistance with preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets, as prescribed by a qualified professional; (Level II)
- 17) some assistance with feeding; (Level II)
- 18) some assistance, at the request of the client, with self-administration of medication, including prompting client of time, bringing the medication to the client, opening the container, removing medication from the container and providing necessary liquids for taking the medication, acting as an extension of the client; (Level II)
- 19) assistance with routine skin care, including application of non-prescription skin care products; (Level II)
- 20) non-technical physical assistance to clients in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs; (Level II)
- 21) assistance with changing of simple dressings. (Level II)

G. For the activities described herein, the measure of a UNIT is equal to one (1) hour of service to or on behalf of the client.

H. The **CONTRACTOR** agrees to assign a designated person who shall have the responsibility for coordinating the assignments of aides/associates.

I. The **COUNTY** and **CONTRACTOR** agree that all homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community respite workers shall have a designated qualified supervisor(s) who shall insure the maintenance of quality care and provide the necessary support, understanding and consultation to the homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) or III-E in-home community respite worker as (s)he carries out duties and responsibilities.

J. The **CONTRACTOR** understands and shall ensure that homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) supervisor(s) shall:

- 1) make a supervisory in-home visit within five (5) working days of the first time the regularly scheduled homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker is to provide services to the client;
- 2) demonstrate and instruct the worker and the client concerning specific tasks to be performed in accordance with the care plan;
- 3) provide information concerning the provider agency;
- 4) clarify the roles and responsibilities of the worker, the client, and the supervisor in relation to the Care Plan;
- 5) conduct scheduled visits to the client's home at least every six (6) months;
- 6) conduct unscheduled visits to the client's home at least one (1) time a year;
- 7) evaluate the worker's performance of the required tasks;
- 8) provide to the worker appropriate information, consultation, instruction and demonstration as needed;
- 9) determine the extent to which client needs are appropriately and adequately being met;
- 10) follow-up, as specified by the case manager, to report the findings of the supervisory visit; and
- 11) provide an opportunity to discuss in private with the client/authorized representative the service being provided.

K. When a service promised by the **CONTRACTOR** for a scheduled assignment cannot be met or there is a client no show, or a change in the client's condition, including death or hospitalization, the **CONTRACTOR** must notify the **COUNTY** immediately via the approved fax form.

L. Any unusual incident that occurs during an agency workers' presence must be reported immediately in writing to the **COUNTY** on the specified fax form.

M. The **CONTRACTOR** agrees to provide the non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and respite workers with training as required by the New York State Department of Social Services and Department of Health. Each worker shall be instructed on how to work with the elderly. Each worker shall receive an orientation, prior to delivering any in-home services.

N. Training shall include:

- 1) the housekeeping chore and/or personal care tasks which the worker may/may not perform;
- 2) the policies and procedures of the **CONTRACTOR's** agency; and
- 3) the rights of clients as set forth in the EISEP standards and regulations.

O. MEDICAID PROCEDURES:

1) The **CONTRACTOR** and **COUNTY** agree that non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and respite services shall not be provided to individuals eligible to receive the same or similar services under Titles XVII, XIX, or XX of the Federal Social Security Act or any other governmental program or services provided to residents in adult residential care facilities which had previously been provided by such facility.

2) The **COUNTY** agrees to assume the responsibility for collecting the cost-share fees and donations for EISEP/III-E Program's in-home services received by the clients.

3) The **CONTRACTOR** agrees to bill Medicaid and credit the **COUNTY** for the billed amount for any EISEP/III-E client services provided after the Medicaid start date, and bill Medicaid for those Medicaid covered services provided three months prior to the Medicaid start date.

4) The **COUNTY** agrees to notify the **CONTRACTOR** of client approval for Medicaid.

5) The **CONTRACTOR** shall credit the **COUNTY** for Medicaid payments received.

6) The **COUNTY** shall process prior approvals for Medicaid billing for services provided in this section.

7) The **CONTRACTOR** and the **COUNTY** shall endeavor to hold periodic coordinating meetings that shall be responsive to each other's needs.

8) The **CONTRACTOR** agrees to work in cooperation with the **COUNTY** to develop a comprehensive service delivery system for the EISEP/III-E Program.

P. Notwithstanding any other provisions in this Agreement, the **CONTRACTOR** and the **COUNTY** remain responsible for:

- 1) ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- 2) planning, coordination and ensuring the quality of all services provided; and
- 3) ensuring adherence by both **CONTRACTOR** and **COUNTY** staff to the Home Care Plan established for the clients.

Q. The **COUNTY** will provide the **CONTRACTOR** with a care plan, confirmation of documentation, and a PCA approval form. This documentation will be provided at the time of referral and every six months thereafter. It is the responsibility of the **COUNTY** to develop the care plan according to regulations and to obtain required Physician(s) Orders related to the **COUNTY** services being provided by the **CONTRACTOR**. It is also understood that a Registered Nurse from the **COUNTY** will review and sign all approved care plans. If there is a change in a patient's condition, a new home assessment or a new Physician Orders a revised care plan needs to be developed by the **COUNTY** and a copy sent to the **CONTRACTOR** at that time.

### 3. PERFORMANCE OF SERVICES

A. The **CONTRACTOR** represents that **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the services. **CONTRACTOR** shall use **CONTRACTOR'S** best efforts to perform the services such that the results are satisfactory to the **COUNTY**. **CONTRACTOR** shall be solely responsible for communications with the client or client's caregiver in order to determine the location, method, details and means of performing the services, except where Federal, State or local Laws and Regulations impose specific requirements on performance of the same.

B. **CONTRACTOR** may, at **CONTRACTOR'S** own expense, employ or engage the services of such employees, subcontractors and/or partners as **CONTRACTOR** deems necessary to perform the services. The employees, subcontractors and/or partners are not and shall not be employees of the **COUNTY**, and the **COUNTY** shall have no obligation to provide employees, subcontractors and/or partners with any salary or benefits. **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the services by the employees, subcontractors and/or partners in a manner satisfactory to the **COUNTY**, in compliance with any and all applicable Federal, State or Local Laws and Regulations.

C. **CONTRACTOR** acknowledges and agrees that **CONTRACTOR** and its employees, subcontractors and/or partners have no authority to enter into contracts that bind the

**COUNTY** or create obligations on the part of the **COUNTY** without the prior written authorization of the **COUNTY**.

4. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all Parties that the **COUNTY** will reimburse the **CONTRACTOR** for EISEP/III-E Services which are provided in accordance with the terms and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support IIIIE grants.

B The **COUNTY** agrees to reimburse the **CONTRACTOR** the rates of **\$18.50 per hour** for homemaker/personal care (PCA Level II), and **\$17.85 per hour** for housekeeper/chore (PCA Level I). C. A full day of programming is defined as five (5) hours, but the **CONTRACTOR** may bill in ½ hour increments when the client is attending less than five (5) hours per day. The total payments for this contract will not exceed Two Hundred Thirty-Eight Thousand Seven Hundred Dollars (**\$238,700.00**).

D. The **COUNTY** funds are contingent upon availability of State and County of Oneida funding; reimbursement is payable in twelve (12) monthly vouchers as specified in the Voucher Instructions, attached hereto as **APPENDIX C**.

E. The **CONTRACTOR** agrees to make no claim for damages for delay of reimbursement due to an act or omission by the **COUNTY**.

F. The **COUNTY** shall not be liable for any late fees for any interest in late payments.

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

G. The **COUNTY** reserves the right to withhold payment under this Agreement due to Contractor's failure to properly perform its obligations under this Agreement. The **COUNTY** may withhold payment for including but not limited to:

1. defective services;
2. third party claims;
3. failure of the **CONTRACTOR** to pay its subcontractors, if any;

4. damage to the **COUNTY**, or
5. failure to carry out the services in accordance with this Agreement.

H. It is understood and agreed that the **COUNTY** shall not be responsible for any costs incurred by the **CONTRACTOR** prior to the effective date or following the termination date of this Agreement.

5. **TRAINING**

A. **CONTRACTOR** shall not be required to attend or undergo any training by the **COUNTY**, other than those trainings mandated by the Federal, State or Local Law and Regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or Local Law or Regulation necessary to perform the services described herein, **CONTRACTOR** shall be fully responsible for his or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

6. **INDEPENDENT CONTRACTOR STATUS**

A. It is expressly agreed that the relationship of the **CONTRACTOR** and its employees, subcontractors and/or partners to the **COUNTY** shall be that of independent contractors. The **CONTRACTOR** and its employees, subcontractors and/or partners shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The **CONTRACTOR** and its employees, subcontractors and/or partners, in accordance with their status as independent contractors, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the **COUNTY** by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the **COUNTY**.

B. The **CONTRACTOR** warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. **CONTRACTOR** and **COUNTY** agree that **CONTRACTOR** is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

C. The **CONTRACTOR** and its employees, subcontractors and/or partners shall not be eligible for compensation from the **COUNTY** due to a) illness; b) absence due to normal

vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

D. The **CONTRACTOR** acknowledges and agrees that neither **CONTRACTOR**, nor its employees, subcontractors and/or partners, shall be eligible for any **COUNTY** employee benefits, including retirement membership credits.

E. The **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to **CONTRACTOR** or its employees, subcontractors and/or partners under this Agreement, and for compliance with all applicable labor and employment requirements with respect to **CONTRACTOR'S** self-employment, sole proprietorship or other form of business organization, and with respect to the employees, subcontractors and/or partners, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The **COUNTY** shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). **CONTRACTOR** shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

F. The **CONTRACTOR** shall indemnify and hold the **COUNTY** harmless from all loss or liability incurred by the **COUNTY** as a result of the **COUNTY** not making such payments or withholdings.

G. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the **CONTRACTOR'S** Independent Contractor status, it is agreed that both the **COUNTY** and the **CONTRACTOR** shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

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

## 7. **SUBCONTRACTS**

A. A subcontractor is a person and/or entity who has an agreement with the **CONTRACTOR** to perform any of the services stated herein.

B. The **CONTRACTOR** agrees to furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the services. The **COUNTY** shall be provided a copy of any and all

agreement(s) between the **CONTRACTOR** and any subcontractors regarding the award of any portion of the services within ten (10) days of their final execution.

C. Any agreements between the **CONTRACTOR** and the subcontractors shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all exhibits, attachments, appendices, and addendums, insofar as applicable.

8. **NON ASSIGNMENT CLAUSE**

A. The **CONTRACTOR** shall not assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title, or interest therein, or its power to execute this Agreement, to any other corporation or person without the prior written consent of the **COUNTY**.

9. **STANDARD ASSURANCES**

A. The **CONTRACTOR** shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Federal Administration on Aging, the New York State Office for the Aging (NYSOFA), and the County of Oneida, more fully described in **APPENDIX A**.

B. The **CONTRACTOR** shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

C. The **CONTRACTOR** shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The **CONTRACTOR** shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.



E. The **CONTRACTOR** agrees that any program, public information materials, or other printed or published materials on the work of or funded by CSEP/III-E will give due recognition to the New York State Office for the Aging and the Oneida County Office for the Aging and Continuing Care. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e., *“This program is supported by Oneida County Office for the Aging and Continuing Care, New York State Office for the Aging, and the Administration on Aging.”*). The **CONTRACTOR** should forward copies of all materials to the **COUNTY** at the end of each month.

F. The **COUNTY** shall conduct a program review to ensure that the **CONTRACTOR** is in compliance with all standards and regulations as set forth in this Agreement.

10. **NEW YORK STATE OFFICE FOR THE AGING (NYSOFA) TERMS AND CONDITIONS**

A. The **CONTRACTOR** agrees that all its activities under this contract, shall conform with all applicable Federal, State, and Local laws, and with Federal and State regulations, and Program Standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities, including, but not limited to:

1) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C. 794, Nondiscrimination);

2) Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.; see 92-PI-32, [8/4/92];

3) Civil Rights Act of 1964, Title VI, as amended (42 U.S.C. 2000-d et. seq.);

4) Older Americans Act;

4) Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency);

5) Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action); as Amended by Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations.);

6) Executive Law, Article 15 (State Human Rights Law Prohibiting Discrimination Based on Race, Color, Creed, National Origin, Sex, Age, Disability, Sexual Orientation and Other Factors);

7) Equal Access to Services and Targeting Policy (12-PI-08);

8) Elder Law.

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low-income, low-income minorities, older adults with Limited English Proficiency (LEP), Native Americans, and frail/persons with disabilities and older adults residing in rural areas, in accordance with their need for such services, and to meet specific objectives established by the Area Agencies on Aging (AAA) for providing services to the above groups within Oneida County. The **CONTRACTOR** agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the New York State Office for the Aging.

C. The **CONTRACTOR** shall inform persons with Limited English Proficiency (LEP) of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The **CONTRACTOR** shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

D. To the extent that the contract with the AAA is for a program or service funded under the Area Plan, the **CONTRACTOR** agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the **CONTRACTOR**.

E. The **CONTRACTOR** agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, the **CONTRACTOR** shall specify how it intends to satisfy the service needs of low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas in the area served by it; will to the maximum extent feasible, provide services to low-income minority individuals, older individuals with Limited English Proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to low-income minority individuals, older adults with Limited English Proficiency, and older adults residing in rural areas within the planning and service area.

11. **GRIEVANCE PROCEDURES**

A. The **CONTRACTOR** agrees to implement the **COUNTY'S** grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in **APPENDIX B**.

12. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

A. The **CONTRACTOR** shall keep CSEP/III-E funds separate; further, state and federal funds shall not be used as local share (match).

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the **COUNTY** Voucher Instructions, refer to **APPENDIX C**.

C. The **COUNTY** will be responsible for sending monthly donation letters and collecting client contributions for all clients who attend Office for the Aging and Continuing Care funded day care program. Any contributions received by the **CONTRACTOR** for Office for the Aging and Continuing Care funded by a client, directly, will be reported and deducted on monthly vouchers by the **CONTRACTOR**.

D. The **CONTRACTOR** shall report to the **COUNTY** any and all additional moneys or program income (contributions, donations,) given to the CSEP/III-E supported programs. "Program income means gross income received by the subcontractor directly generated by a **COUNTY** grant supported activity, or earned as a result of the **COUNTY** grant agreement during the grant period." REF: Department of Health & Human Services, Program Instruction AoA-PI-96-01, October 16, 1995.

E. The **CONTRACTOR** shall maintain copies of proper documentation for all program income, including, but not limited to, in-kind support, donations, contributions, reimbursements and other grants within its program budget.

F. The **COUNTY** shall conduct a periodic audit of revenues and expenditures, as well as the required annual on-site review of the program's fiscal status to ensure expenditures are in proportion to the total program budget.

G. The **CONTRACTOR** shall agree to have an independent audit conducted for the contracted program if it has been a **CONTRACTOR** for two (2) years or more; a copy of the audit shall be submitted to the **COUNTY** upon completion of the program/fiscal audit conducted by the outside auditor.

H. The **CONTRACTOR** shall maintain fiscal records for six (6) years and shall make them available for **COUNTY** review upon request.

I. The **CONTRACTOR** shall cooperate with the close-out audit that is required when the contract is terminated.

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the Code of Federal Regulations 45-74, as amended in 1980.

13. **INDEMNIFICATION**

A. The obligations of the **CONTRACTOR** under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

B. The **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY** from and against all liability, damages, expenses, costs, including, without limitation, attorneys' fees and expenses, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the services of the **CONTRACTOR** and its agents, servants, employees, independent contractors, volunteers or partners and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the **CONTRACTOR** or failure on the part of the **CONTRACTOR** to comply with any of the covenants, terms or conditions of the Agreement.

C. The **CONTRACTOR** shall be solely responsible for all physical injuries or death to its agents, servants, employees, independent contractors, volunteers or partners or to any other persons or damage to any property sustained during its operations and services under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, independent subcontractors, and shall hold harmless and indemnify the **COUNTY** from liability upon any and all claims for injuries to persons or damages to property on account of any neglect, fault or default of the **CONTRACTOR**, its officers, trustees, agents, servants, volunteers or independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its agents, servants, employees, independent contractors, volunteers or partners whether due to the negligence, fault or default of the **CONTRACTOR** or not.

14. **INSURANCE COVERAGE REQUIREMENTS**

A. As part of its obligation to indemnify, defend and hold harmless the **COUNTY**, its agents, servants, employees, independent contractors, volunteers or partners, as set forth above, the **CONTRACTOR** agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

B. The **CONTRACTOR** shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

C. The **CONTRACTOR** shall not commence services until such insurance has been approved by the **COUNTY**. The certificates shall be on forms approved by the **COUNTY**. Acceptance of the certificates shall not relieve the **CONTRACTOR** of any of the insurance requirements, nor decrease the liability of the **CONTRACTOR**. The **COUNTY** reserves the right to require the Contractor to provide insurance policies for review by the **COUNTY**. The **CONTRACTOR** grants **COUNTY** a limited power of attorney to communicate with the **CONTRACTOR'S** insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

D. Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the **CONTRACTOR'S** Commercial General Liability Policy, Auto, and Excess/Umbrella Policy. These Certificates and the Insurance Policies required below shall contain a provision that coverage afforded under the Policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the **COUNTY**. The **COUNTY** must be named as the certificate holder and additional insured.

E. Commercial General Liability Insurance (CGL): The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

1) CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products- completed operations, and personal and advertising injury.

2) The **COUNTY** shall be included as an additional insured. Coverage for the additional insured shall apply as primary and non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured.

F. Business Auto Liability: The **CONTRACTOR** shall at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Business Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Agreement. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The **CONTRACTOR** agrees to have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis.

G. Excess/Umbrella Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than One Million Dollars (\$1,000,000.00) annual aggregate. The **CONTRACTOR** shall have the **COUNTY** added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability, and Employers Liability maintained by the **COUNTY**.

H. Professional Liability Insurance: The **CONTRACTOR** shall, during the term of this Agreement maintain a professional liability policy and shall provide the **COUNTY** with proof of coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate.

I. Workers Compensation and Employers Liability Insurance: The **CONTRACTOR** shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Worker's Compensation Law at statutory New York limits.

J. The **CONTRACTOR** shall require any subcontractors to procure and maintain insurance coverage of the same type and in the same amounts with the same endorsements required of the **CONTRACTOR** in the above Insurance Requirements paragraphs.

K. Payment(s) to the **CONTRACTOR** may be suspended in the event the **CONTRACTOR** and its sub-contractors, if any, fails to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Business Auto Liability or Workers Compensation and Employers Liability Insurance maintained per the requirements stated above.

15. **REPORTING REQUIREMENTS**

A. The **COUNTY** shall, pursuant to the requirements of CSEP/III-E funded programs, comply with the Definition of Services, April 2011, as established by the New York State Office for the Aging (96-PI-43).

B. The **CONTRACTOR** shall provide the **COUNTY** with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS), by the 10<sup>th</sup> of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The **CONTRACTOR** shall maintain appropriate client records on each EISEP client who receives services through this program; the **COUNTY** shall have access to the client records upon request; the **COUNTY** shall have ownership of all patient's records and files.

D. The **CONTRACTOR** agrees to comply with policies ensuring client confidentiality, as established by the **COUNTY**, when information sharing between agencies is crucial to the client's well-being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

E. The **CONTRACTOR** shall provide the **COUNTY** with required monthly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by the dates specified.

16. **COORDINATION REQUIREMENTS**

A. The **CONTRACTOR** and the **COUNTY** shall coordinate referrals.

B. The **CONTRACTOR** and the **COUNTY** shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

17. **AGREEMENT CANCELLATION**

A. This Agreement may be cancelled by the **COUNTY** for failure by the **CONTRACTOR** to comply with the terms and conditions of this Agreement. The **CONTRACTOR** shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The **CONTRACTOR** and the **COUNTY** reserve the right to cancel the Agreement upon thirty (30) day written notice to the other Party.

C. The **CONTRACTOR** agrees that in the event of termination, the **CONTRACTOR** shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY**.

D. The **CONTRACTOR** shall coordinate with the **COUNTY** and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being. If available and appropriate, other services shall be substituted and/or coordinated on the clients' behalf.

18. **ENTIRE AGREEMENT**

A. This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

B. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all Parties.

C. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

19. **INCORPORATION BY REFERENCE**

A. All exhibits, addenda, appendices and attachments, to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

20. **STANDARD ADDENDUM**

A. The **CONTRACTOR** agrees to comply with the County's Standard Clauses as set forth in the Addendum, which is attached hereto and made a part hereof as **APPENDIX D**.



21. **CHOICE OF LAW/FORUM**

A. If either Party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

B. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

23. **SUCCESSORS AND ASSIGNS**

A. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

24. **NON WAIVER**

A. No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

25. **SEVERABILITY**

A. If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

26. **AUTHORITY TO ACT/SIGN**

A. The **CONTRACTOR** hereby represents and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. The execution and delivery by **CONTRACTOR** of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the **CONTRACTOR**; no other action on the part of the **CONTRACTOR** or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or

Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the **CONTRACTOR** to enter into this Agreement, or to consummate the transactions contemplated herein.


27. **ADVICE OF COUNSEL**

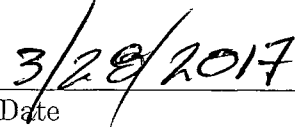
A. Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

*[The remainder of this page has been intentionally left blank]*

IN WITNESS THEREOF, the Parties have here unto set their hand on the date respectively stated.

**CONTRACTOR**

  
\_\_\_\_\_  
Christopher Emerson, Executive Vice President  
U.S. Care Systems, Inc.


  
\_\_\_\_\_  
Date

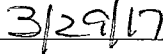
**COUNTY OF ONEIDA**

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

\_\_\_\_\_  
Date

**OFFICE FOR THE AGING AND CONTINUING CARE**

  
\_\_\_\_\_  
Michael J. Romano, Director  
Oneida County Office for the Aging

  
\_\_\_\_\_  
Date

**Approved:**

\_\_\_\_\_  
Merima Smajic, Esq., Assistant County Attorney

\_\_\_\_\_  
Date

## APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)  
45 CFR Part 74 (Administration of Grants)  
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)  
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)  
45 CFR Part 93 (New Restrictions on Lobbying)  
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)  
45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)

Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)  
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)  
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)  
Equal Pay Act of 1963, as amended (29 USC 206)  
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)  
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)  
Single Audit Act of 1984 (31 USC 7501, et. seq.)  
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))  
Office of Management and Budget (OMB)  
OMB Circular A-87 (Cost Principles for State and Local Governments)  
OMB Circular A-95 (Clearinghouse Review)  
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)  
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)  
OMB Circular A-122 (Cost Principles for Non-profit Organizations)  
OMB Circular A-128 (Audits of State and Local Governments)  
OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)

Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)  
Article 19 - J of the Executive Law  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)  
**New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)**  
Executive Law of New York State, Article 15 (State Human Rights Law)  
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)  
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)  
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)  
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)  
EISEP Program Standards  
**NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)**  
Legal Assistance Standards (94-PI-52)  
Weatherization Referral and Packaging Program (WRAP) Handbook  
Governor's 1960 Code of Fair Practices  
Governor's Executive Order 6 (Affirmative Action Efforts)  
Governor's Executive Order 19 (Prevention of Sexual Harassment)  
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

## APPENDIX B

### Oneida County Office for the Aging

#### **Grievance Procedures**

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from clients who are dissatisfied with or persons denied services funded under the Act.

#### **Right to File a Grievance**

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program clients of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

#### **Denial of Service or Client's Un-satisfaction of Service**

A client or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

#### **Grievance Process**

##### **Filing a Grievance**

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

##### **Investigation and Response to a Grievance**

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant **and** to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

##### **Appeal of Initial Response/Decision**

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

**Record Keeping**

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

**Confidentiality**

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

## APPENDIX C

Oneida County Office for the Aging  
2015-2016

### **Voucher Instructions For Units of Services Contracts**

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
  - ✓ State the number of units of service and the description of services performed during the month.
  - ✓ List the Unit Price as stated in the Contract Budget.
  - ✓ Place the amount (Units X Unit Price) in the Amount column.
  - ✓ Place the amount to be reimbursed in the Total block.
  - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
  - ✓ Attach CAARS monthly report.
  - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
  - ✓ Attach appropriate backup:
    - Payroll certification sheets and time sheets signed by Agency employee.
    - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
    - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
    - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
    - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.
8. **Timely Submissions:**
  - ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.
  - ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
  - ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

**9. Changes To The Budget** (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

**10. Technical Assistance:**

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor



**APPENDIX D**  
**Standard Contract Clauses Addendum**

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

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

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

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

**1. Executory or Non-Appropriation Clause.**

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

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

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

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

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the tension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective clients in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,

1. The Contractor certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
- d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing an on-going drug-free awareness program to inform employees about:
  1. The dangers of drug abuse in the workplace;
  2. The Contractor's policy of maintaining a drug-free workplace;
  3. Any available drug counseling, rehabilitation, and employee assistance program; and
  4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
  1. Abide by the terms of the statement; and
  2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the rehabilitation Act of 1973, as amended; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (0), (0), (d), (0), (f).
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
  3. Place of Performance (street, address, city, county, state, zip code).
- d. **Drug-Free Workplace (Contractors who are individuals).** As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.
4. **Health Insurance Portability and Accountability Act (HIPAA).** When applicable to the services provided pursuant to the Contract:
- a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPPA," as well as all regulations promulgated by the Federal Government in furtherance hereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
    1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
    2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
    3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
  - b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

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

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

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

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

5. **Non-Assignment Clause.** In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.
6. **Worker's Compensation Benefits.** In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. **Non-Discrimination Requirements.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
8. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.
9. **Non-Collusive Bidding Certification.** In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.
10. **Records.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to

disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

**11. Identifying Information and Privacy Notification.**

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

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

**14. Prohibition on Purchase of Tropical Hardwoods.**

- a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.
- b. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

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

**16. Gratuities and Kickbacks.**

- a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection

with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

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

**17. Audit.**

- a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.
- b. If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

**18. Certification of compliance with the Iran Divestment Act.**

- a. Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).
- b. Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.
- c. During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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





Oneida County

Anthony J. Picente, Jr.  
County Executive

Office for the Aging & Continuing Care

Michael J. Romano  
Director

120 Airline Street-Suite 201 Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail. ofa@ocgov.net

March 6, 2017

FN 20 17137

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

HEALTH & HUMAN SERVICES

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

**WAYS & MEANS**

Date 4/4/17

Dear Mr. Picente:

I am submitting the 2017 – 2018 Update to the 2016-2020 Annual Implementation Plan (Four Year Plan) for Oneida County Office for the Aging and Continuing Care, for your review and approval. If this Agreement meets with your approval, please forward to the Board of Legislators for further consideration.

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

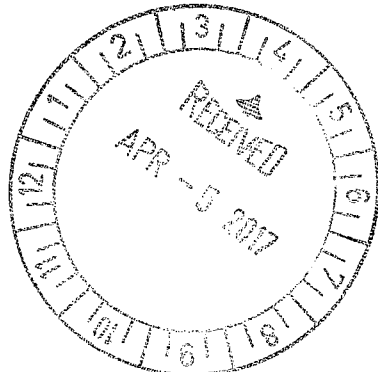
The total amount of this contract is \$6,022,683.00, with \$3,099,222.00 (Federal); \$1,963,052.00 (State); \$412,688.00 (County) and \$547,721.00 (Other).

I am available at your convenience should you have any questions regarding this Agreement.

Sincerely,

*Michael J. Romano*

Michael J. Romano  
Director



MJR/jc

Enclosure

Oneida Co. Department: Office for Aging

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** (NYSOFA) New York State Office for the Aging

**Title of Activity or Service:** Annual Implementation Plan (AIP)/ Four Year Plan  
Annual Update

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

**Client Population/Number to be Served:** 12,000

**Summary Statements:**

**1) Narrative Description of Proposed Services**

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

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

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

**3) Program Design and Staffing**

N/A

**Total Funding Requested:** \$ 6,022,683.00 Account #: N/A

**Oneida County Dept. Funding Recommendation:** \$6,022,683.00

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

Federal: \$3,099,222.00 State: \$1,963,052.00 County: \$412,688.00 Other: \$547,721.00

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** This represents an update to the four-year planning document for 2016-2020.

## ANNUAL UPDATE REVIEW AND APPROVAL

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

I hereby submit for approval the 2017-18 Annual Update to the 2016-20 Four Year Plan (hereafter referred to as the Annual Update) for the Older Americans Act and New York State Programs for the Elderly and the applications for funding indicated below:

| Program        | Program Period                       | Program Applied For                                      |
|----------------|--------------------------------------|----------------------------------------------------------|
| Title III-B    | January 1, 2017 to December 31, 2017 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Title III-C    | January 1, 2017 to December 31, 2017 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Title III-D    | January 1, 2017 to December 31, 2017 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Title III-E    | January 1, 2017 to December 31, 2017 | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Title V        | July 1, 2017 to June 30, 2018        | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| EISEP          | April 1, 2017 to March 31, 2018      | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| CSE            | April 1, 2017 to March 31, 2018      | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| CSI            | April 1, 2017 to March 31, 2018      | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| WIN            | April 1, 2017 to March 31, 2018      | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Transportation | April 1, 2017 to March 31, 2018      | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| CRC            | April 1, 2017 to March 31, 2018      | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| HIICAP         | April 1, 2017 to March 31, 2018      | <input type="checkbox"/> Yes <input type="checkbox"/> No |

I agree to comply with all applicable federal, state and local laws and regulations, program standards, and standard assurances which affect any funds, (including matching funds and program income) used for programs described in this Annual Update. I have read and agree to comply with all of the Standard Assurances (Attachment A) in the Annual Update. In addition, I certify that no amendments have been made nor will be made to the Standard Assurances in the Annual Update. Furthermore, I agree to comply with all attachments submitted as part of this Annual Update and indicated on the Attachment Check List.

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

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

*M. J. Picente, Jr.* 3/30/17  
 Signature of Director of Area Agency on Aging Date

\_\_\_\_\_  
 Signature of the Chief Officer of the Governing Body of the Sponsoring Organization Date  
 (if other than county/City of New York/Native American Organization)

### LOCAL GOVERNMENT EXECUTIVE REVIEW AND APPROVAL

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

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

1. The Oneida County OFA/OCC, an area agency on aging established pursuant to the Older Americans Act of 1965, as amended, has been duly designated by me pursuant to New York State Elder Law §214.

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

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

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

AAA: Oneida - 30  
Original Date Submitted: 02/10/2017  
Date Revised: 03/02/2017

Date Last Saved: 01/03/2017 | Last Saved By: Michael Romano

**2017-18 ANNUAL UPDATE TO THE 2016-20 FOUR YEAR PLAN  
APRIL 1, 2017-MARCH 31, 2018  
FOR OLDER AMERICANS ACT,  
NEW YORK STATE EXPANDED IN-HOME SERVICES FOR THE ELDERLY PROGRAM,  
COMMUNITY SERVICES FOR THE ELDERLY PROGRAM,  
CONGREGATE SERVICES INITIATIVE,  
WELLNESS IN NUTRITION,  
STATE TRANSPORTATION PROGRAM,  
CAREGIVER RESOURCE CENTER, and  
HEALTH INSURANCE INFORMATION COUNSELING AND ASSISTANCE PROGRAM**

This document, including the applications and attachments, is an update, for the period April 1, 2017 through March 31, 2018, to the 2016-20 Four Year Plan and any previous amendments, modifications, or updates thereto approved by the New York State Office for the Aging.

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Area Agency on Aging (AAA): Oneida County Office for the Aging/Continuing Care County Code: 30  
Director's Name: Michael J. Romano Title: Director  
Address: 120 Airline Street  
City: Oriskany, New York Zip Code: 13424  
Phone Number: (315) 768-3641 Ext. Email: mromano@ocgov.net

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**For County/City of New York/Native American Organization**  
Name of the Chief Executive Officer: Anthony J. Picente, Jr. Title: County Executive  
Address: 800 Park Avenue  
City: Utica, New York Zip Code: 13501  
Phone Number: (315) 768-5800 Ext. Email: apicente@ocgov.net

**OR**

**If other than County/City of New York/Native American Organization**  
Name of the Sponsoring Organization:  
Name of Chief Officer of the Governing Body of the Sponsoring Organization: Title:  
Address:  
City, New York Zip Code:  
Phone Number: Ext. Email:

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**Official Authorized to Receive Payments on behalf of the AAA**

Name: Anthony Carvelli Title: Finance Commissioner  
Address: 800 Park Avenue  
City: Oriskany, New York Zip Code: 13501  
Phone Number: (315) 798-3641 Ext. Email: acarvelli@ocgov.net

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**Submit To:**  
**New York State Office for the Aging**  
**Division of Local Program Operations**  
**2 Empire State Plaza**  
**Albany, NY 12223-1251**

**PUBLIC HEARINGS/AREA AGENCY ON AGING ADVISORY COUNCIL**

1. a. Provide the following information on Public Hearing(s) held for the 2017-18 Annual Update period.

| Location                          | Date       | Number Attending |
|-----------------------------------|------------|------------------|
| Mohawk Valley Center for Refugees | 11/18/2016 | 350              |
| New Hartford Senior Center        | 10/06/2016 | 175              |

b. Was the notice of at least one Public Hearing published in a local newspaper of general circulation at least twenty one (21) days before that hearing? [9 NYCRR 6653.2]  
 YES  \*NO

Date of notice publication: 11/11/2016

c. Was the proposed 2017-18 Annual Update or abstract containing program goals, objectives, action steps, and proposed budgets with categorical breakdowns made available to the public within a reasonable time prior to the hearing?  
 YES  \*NO

d. Was a minimum of one Public Hearing held at least 30 days prior to the submission of the 2017-18 Annual Update?  
 YES  \*NO

If \*NO to any of the above please explain:

Friday, November 11, 2016 - 7 days prior to Mohawk Valley Refugee Center for Refugees on 11/18/2016

2. Describe the efforts used in seeking input from those unserved and underserved older adults in greatest social or economic need, particularly those who are:

- Low income (OAA)
- Low income minorities(OAA)
- Individuals with limited English proficiency (OAA)
- Rural Residents (OAA)
- Native Americans (OAA)
- Institutionalized/at risk for institutionalization (OAA)
- Individuals with Alzheimer's and related disorders (OAA)
- Individuals with disabilities (OAA)
- Caregivers of individuals with Alzheimer's/related disorders and individuals with disabilities (OAA)
- Minorities (9NYCRR 6651.2(i))
- Frail (9NYCRR 6651.2(i))
- Vulnerable (9NYCRR 6651.2(i))
- LGBT (NYS Human Rights Law)
- Homebound (NYSOFA standard definition)

In addition to holding public Forums at the Mohawk Valley Center for Refugees on November 18, 2016 and the New Hartford Senior Center on October 6, 2016, Office for the Aging/Continuing Care/New York Connects held several outreach and educational presentations and workshops to share information and gather feedback from those attending, particularly those who are underserved and in the greatest social and economic need. Community meetings and public outreach and education seminars are used as part of the needs assessment and planning process to provide an avenue for individuals and caregivers who are active and attend various senior centers and community programs. The community meetings were strategically planned to best target a broad based segment of elderly, disabled, and caregivers living in Oneida County. Locations were chosen in inner city urban area of Utica, and rural suburban sections of Oneida County. Each of these locations persons considered low income culturally diverse as well as those at-risk living in areas comprising many rural elderly were included in the needs assessment and planning process. These locations included the East Shore Apartments in Sylvan Beach on October 4, 2016 and The Town of Vienna Senior Club on October 27, 2016; to reach out to urban and minority seniors a presentation was held at Utica City Hall on October 5, 2016. Low income seniors were targeted through a presentation held at the South Rome Senior Citizens Center on November 15, 2016. Utilizing the OFA/OCC/NYConnects targeted outreach schedule and plan mailing was conducted to mental health organizations on September 15, 2016; area physicians on October 25, 2016; Veterans organizations on November 21, 2016. Needs assessment Surveys are distributed to home bound clients through case managers and home delivered meals drivers to ensure the needs of frail elderly and disabled are taken into consideration for planning purposes. This process also ensures that persons living in both rural areas of Oneida County as well as low income culturally diverse locations in both the cities for Rome and Utica currently in need of and receiving community based services and supports have the ability to provide input and feedback on service gaps and unmet needs. CAARS and Census Data was reviewed during the 2016 program period to become familiar with the population concentrations and service utilization trends for persons

living in Oneida County as well as those making contact and being serviced through Office for the Aging/Continuing Care/NYConnects Data is reviewed to determine and prioritize the needs of persons contacting Office for the Aging/Continuing Care/NYConnects for information and assistance. The review of location, type, and volume of services are used to assist in program development, and to determine the needs of those in greatest social and economic need. Reports and Meetings with Legislators and Advisory Council members were also used to help determine the needs of the constituents they represent. One Advisory Council member who also serves as a County Legislator represents a City of Utica Legislative district comprised of a high percentage of low income, minority, and non-English speaking elderly and disabled persons. Information provided by case managers, supervisors, and other key aging services providers is used to gather the knowledge of professionals who have in person contact with elderly, disabled persons, and their caregivers. Information provided through home visits, assessments, and care plans is reviewed and considered for program planning and implementation purposes. The Age-Friendly - Livable Community Steering Committee members are currently reviewing the Oneida County resource inventory and using data mapping to determine gaps, needs and existing resources to meet the needs of elderly caregivers. Additionally the Director of Oneida County office for the Aging/Continuing Care Director participates on the Oneida County Executives Department Head Innovation Teams with other health and human services department heads to determine service needs and gaps and innovative ways to address the needs of elderly caregivers and families throughout the Oneida County planning and service area. Public hearings need to be accessible to all individuals. The following questions regarding accessibility include some examples of ways in which AAA might ensure accessibility.

3. Public hearings need to be accessible to all individuals. The following questions regarding accessibility include some examples of ways in which AAA might ensure accessibility.

a. Please describe the geographic accessibility of the hearing site(s). (Ex: Is it held in a rural or urban location? Was more than one hearing held? Is it accessible by public transportation?)

Two formal public hearings were held one in a suburban setting in the Town of New Hartford at the New Hartford Senior Center, 1 Sherman Pl, New Hartford and another located within the urban setting in the City of Utica at the Mohawk Valley Center for Refugees. Both locations were accessible to public transportation. Also, the New Hartford Senior Center provides transportation to individuals through the Center's bus.

b. Please describe the physical accessibility of the hearing site(s). (Ex: Was it held in an ADA compliant building? Is there an accessible bathroom? Is there designated accessible parking?)

Both locations New Hartford Senior Center, 1 Sherman Street, New Hartford and the Mohawk Valley Center for Refugees, 309 Genesee Street, Utica are considered to be ADA compliant with accessible bathrooms and designated accessible parking

c. Please describe attempts to make the hearing(s) accessible to all individuals including those with disabilities. What accommodations were available on site? What did someone need to request ahead of time and what was the mechanism for the individual to make the request? (Ex: sign language interpretation, Communication Access Real Time (CART) services, printed materials in large print or braille or distributed electronically in an accessible format, etc.)

In order to attempt to make hearings accessible to individual including those with disabilities office for the Aging/Continuing Care/NYConnects distributed information about the forums to individuals living in senior housing complexes. Additionally Advisory Council members representing persons with disabilities were made aware of the forums and encouraged to participate to represent those with in the constituent group who are unable to participate.

d. Please describe attempts to make hearing(s) accessible to individuals with limited English proficiency. What services were available? (Ex: telephonic interpretation---was a phone in the room, was the telephonic interpretation service information on site, translated printed materials, etc.)

To solicit input using individuals preferred mode of communication surveys were distributed at each of the locations as well as the use of several interpreters at the session held at the Mohawk Valley Resource Center for Refugees.

e. Please describe attempts to solicit input from the public using the individual's preferred mode of communication. (Ex: was written comment accepted, use of interpretation services, ASL, etc.)

The 2016 Needs assessment process included a session held on Refugee Center on October 6, 2016. There were approximately 150 in attendance. The attendance at this session was culturally diverse, with non-English speaking individuals who spoke Karen, Somali Bantu, Burmese, Vietnamese, Cambodian, as well as those from Bosnia and the Dominican Republic. Seven interpreters worked simultaneously to translate the Office for the Aging/Continuing Care/NYConnects service and program information to the diverse populations in attendance.

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

Interested parties were notified through a paid public notice in the Observer Dispatch. A mailing with a flyer advertising the dates, times, and locations of the public forms were mailed to area senior citizens clubs, senior centers, and community organizations.

5. Summarize major issues discussed or raised at the public hearings.

Major issues discussed or raised at the public hearings included: Accessing services and programs Enrolling in Medicare Supplemental insurance plans, individual questions Waiting lists for services, how long? Interest in employment opportunities Questions about nursing home placement if needed in the future How to apply for Medicaid if needed for long term care How to access a senior congregate dining site What is the eligible for someone if they needed in home help Where to go for in person assistance if not home bound Where do I go to get a ride to my physician? How to get help if someone is a family caregiver

6. Did the AAA receive comments and/or feedback regarding the 2017-18 Annual Update outside of the public hearings, e.g. written comments, virtual meetings? Please explain.

Leadership staff were provided an opportunity to review and comment on the Annual Update at an interdepartmental leadership meeting. Comments and feedback included: Need for additional respite services using Consumer Directed Programs The need for additional funding for additional meals Interest in a well check program for at risk and isolated elderly

7. List the major changes in the 2017-18 Annual Update resulting from input of interested parties.

N/A

[ X ] Not applicable, no major change(s)

8. Provide the date the 2017-18 Annual Update was presented to the Area Agency Advisory Council as required for its review, before it was transmitted to NYSOFA. [9 NYCRR 6653.2 (f)]

Date: 02/01/2017

**Summarize the comments of the Advisory Council:**

Comments from Advisory Council members included: Due to HDM wait list and funding levels individuals who are referred to for Home Delivered Meals should be encouraged to attend congregate dining sites to the greatest extent possible and when practical. Transportation services continue to be a priority and it would help if the volunteer transportation program had a vehicle for volunteers to drive since volunteer recruitment is a challenge. OFA should consider how to best serve low income individuals when identifying ways to partner with the RCIL for NYConnects-NWD activities. When addressing financial exploitation the Elder Abuse Coalition should collaborate with the Home Ownership Center, Hospital Discharge Planners should be part of the Elder Abuse Coalition Targeting strategies should include closer collaboration with area churches, and include other minority representation on the Advisory Council Outreach/Targeting Subcommittee to analyze targeting strategies and data Community Health Foundation Aging by Design Data should be shared with the Advisory Council to be used for needs and gaps identification along with current data used by OFA/OCC

**OTHER NYSOFA FUNDING AND SERVICES**

Please check the box(es) to indicate programs that your AAA administers and enter the amount of funding anticipated for the coming program year. The total funding should include state funds, local match, income and other funding administered as part of each program. Include the funding amount on the line indicated under the 'All Other Programs' column of the Service Delivery and Resource Allocation Plan. Any amounts being provided as Line 21 - 'Other Services' must also be included and described in the 'Other Services' section.

| PROGRAM NAME                                                       | SERVICES PROVIDED              | FUNDING AMOUNT | 'ALL OTHER PROGRAMS' COLUMN - LINE # |
|--------------------------------------------------------------------|--------------------------------|----------------|--------------------------------------|
| <input checked="" type="checkbox"/> Title V                        | Employment Services            | 54892          | 21 (Other Services)                  |
|                                                                    | Planning/Implementation/Admin. | 7299           | 22 (Area Plan Admin.)                |
| <input type="checkbox"/> Foster Grandparents                       | Volunteer Services Program     | 0              | 21 (Other Services)                  |
| <input type="checkbox"/> RSVP                                      | Volunteer Services Program     | 0              | 21 (Other Services)                  |
|                                                                    |                                | 0              | Other: Enter line #:                 |
| <input type="checkbox"/> Grants-in-Aid                             | Various                        | 0              | Determined by AAA. Enter Line#(s):   |
| <input type="checkbox"/> Caregivers Resource Center (State Funded) | Information & Assistance       | 0              | 13 (Information & Assistance)        |
|                                                                    | Caregivers Services            | 0              | 19 (Caregiver Services)              |
| <input checked="" type="checkbox"/> HIICAP                         | Information & Assistance       | 10783          | 13 (Information & Assistance)        |
|                                                                    | Outreach                       | 0              | 14 (Outreach)                        |
|                                                                    | Counseling & Assistance        | 21894          | 21 (Other Services)                  |
| <input checked="" type="checkbox"/> MIPPA                          | Information & Assistance       | 8231           | 13 (Information & Assistance)        |
|                                                                    | Outreach                       | 0              | 14 (Outreach)                        |
|                                                                    | Public Information             | 0              | 21 (Other Services)                  |
| <input checked="" type="checkbox"/> State Funded Transportation    | Assisted Transportation        | 3000           | 9 (Assisted Transportation)          |
|                                                                    | Transportation                 | 10500          | 10 (Transportation)                  |
| <input checked="" type="checkbox"/> NY Connects/ADRC               | Various                        | 53972          | 21 (Other Services)                  |
|                                                                    | Planning/Implementation/Admin. | 17419          | 22 (Area Plan Admin.)                |
| <input checked="" type="checkbox"/> NY Connects Expansion/BIP      | Various                        | 379272         | 21 (Other Services)                  |
|                                                                    | Planning/Implementation/Admin. | 44717          | 22 (Area Plan Admin.)                |
| <input checked="" type="checkbox"/> Direct Care Worker             | Various                        | 113244         | Line #: 6                            |
| <input checked="" type="checkbox"/> Other; specify                 |                                | 80000          | Line #:                              |
| <input checked="" type="checkbox"/> Other; specify                 | Caregiver/BIP                  | 58224          | Line #: 21                           |
| <input checked="" type="checkbox"/> Other; specify                 | Caregiver/BIP                  | 5004           | Line #: 22                           |
| <input checked="" type="checkbox"/> Other; specify                 |                                | 0              | Line #:                              |
|                                                                    |                                | <b>Total:</b>  | <b>868451</b>                        |

| Sub-Totals      |               |
|-----------------|---------------|
| Line 9          | 3000          |
| Line 10         | 10500         |
| Line 13         | 19014         |
| Line 14         | 0             |
| Line 19         | 0             |
| Line 21         | 510030        |
| Line 22         | 69435         |
| GIA             | 0             |
| DCW             | 113244        |
| Other Lines     | 143228        |
| <b>Total \$</b> | <b>868451</b> |



**OTHER SERVICES**

Complete the following to identify and describe all services/programs included on Line 21 in the Federal, State or Other Funding Columns on the "Services Delivery and Resource Allocation" pages. This is to include all Line 21 services from the Other NYSOFA Funding and Services page as well. Examples might include: ID/discount cards/programs; medical equipment loan programs; public information/education; home modifications; residential repair and maintenance; overnight respite care; assistive devices/technology; laundry services; chore services; options counseling; crime and safety programs; energy assistance; group respite; and services purchased from the AAA (not included in lines 1-20); etc. See Guide for Completion and 14-PJ-02 Standard Definitions of Service.

Name of Service/Program: other

Other Service Name: Alzheimers Grant

Check all that apply:  Directly Provided  Contracted

Briefly describe the service:

Consumer Directed good and services for the Care Receiver with the goal of providing respite to the family caregivers of persons with Alzheimer's Disease and Dementia related disorders.

Amount of Funding for this Service: 45500

Number of Units: 500

Funding Sources (List all): Alzheimers Association Grant

One Unit of Service Equals:

One unit of service equals one hours of Respite

Name of Service/Program: other

Other Service Name: BIP Caregiver

Check all that apply:  Directly Provided  Contracted

Briefly describe the service:

Goods, services, and supports provided to care receivers which are used as respite for family caregivers of Medicaid eligible persons.

Amount of Funding for this Service: 58224

Number of Units: 3920

Funding Sources (List all): BIPP Caregiver Support

One Unit of Service Equals:

One unit equals one hour of respite service

**OTHER SERVICES**

Name of Service/Program: Employment Services - Title V

Check all that apply:  Directly Provided  Contracted

Amount of Funding for this Service: 55572

Funding Sources (List all): Title V - SCSEP

Name of Service/Program: other

Other Service Name: HIICAP

Check all that apply:  Directly Provided  Contracted

Briefly describe the service:  
To provide Insurance Counseling and Assistance to clients.

Amount of Funding for this Service: 21894

Number of Units: 3317

Funding Sources (List all): HIICAP

One Unit of Service Equals:  
a unit of service is equal to one hour and includes information, assistance, outreach, and insurance counseling.

Name of Service/Program: other

Other Service Name: NY Connects Expansion & Enhancement - BIP

Check all that apply:  Directly Provided  Contracted

Briefly describe the service:  
Provide intake screening, information, assistance, benefit and entitlement counseling along with options counseling.

Amount of Funding for this Service: 379272

Number of Units: 13792

Funding Sources (List all): NY Connects Expansion & Enhancement - BIP

One Unit of Service Equals:  
One unit of service is the provision of screening, information, assistance, and personalized options counseling.

**OTHER SERVICES**

Name of Service/Program: NY Connects/ADRC

Check all that apply:  Directly Provided  Contracted

Amount of Funding for this Service: 53972

Funding Sources (List all): NY Connects / ADRC

Name of Service/Program: Other

Other Service Name: Respite and Respite Beds

Check all that apply:  Directly Provided  Contracted

Briefly describe the service:  
Provide Caregiver Respite and respite beds services only to clients that were referred by OFA/OCC. These services include over night nursing home stays

Amount of Funding for this Service: 51000

Number of Units: 3000

Funding Sources (List all): Title III-E

One Unit of Service Equals:  
Over night stay - One unit of overnight stay Respite Services- One unit equals one hour of service

Name of Service/Program: Other

Other Service Name: Steam tables for Congregate site

Check all that apply:  Directly Provided  Contracted

Briefly describe the service:  
Steam tables (Aeroserv Hot Food Unit) for Congregate Meals Sites

Amount of Funding for this Service: 10095

Number of Units: 0

Funding Sources (List all): IFIC-1

One Unit of Service Equals:

**OTHER SERVICES**

Name of Service/Program: Other

Other Service Name: VDHCSB

Check all that apply:  Directly Provided  Contracted

Briefly describe the service:

Veterans Directed Home and Community Based Services; Flexible consumer directed services for the Veterans as approved by the Syracuse VA Medical Center.

Amount of Funding for this Service: 80000

Number of Units: 11429

Funding Sources (List all): Department of Veterans Affairs

One Unit of Service Equals:

PCA 1 - One unit equals one hour of house keeping/companion services PCA 2 - One unit equals one hour of in-home personal care services Medical Daycare - One unit equals one day Home Delivered Meal - One unit equals one meal Lawn Care - One unit equals one visit. Snow Removal - One unit equals one visit.



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

| Service Category                       | EISEP Units | EISEP Findings | CSP Units | CSP Findings | CSI Units | CSI Findings | WPA Unit | WPA Findings | All Other Programs Units | All Other Programs Findings |
|----------------------------------------|-------------|----------------|-----------|--------------|-----------|--------------|----------|--------------|--------------------------|-----------------------------|
| 1. Personal Care Services              |             |                |           |              |           |              |          |              |                          |                             |
| 1. Personal Care Level II              | 21,951      | \$395,100 (w)  | 0         | 0            |           |              |          |              | 0                        | 0                           |
| 2. Personal Care Level I               | 3,187       | \$60,500 (w)   | 0         | 0            |           |              |          |              | 0                        | 0                           |
| 3. Companion Directed In-home Services | 2,720       | \$55,100 (w)   | 0         | 0            |           |              |          |              | 0                        | 0                           |
| 4. Home Health Aide                    |             |                | 0         | 0            |           |              |          |              | 0                        | 0                           |
| 5. Home Delivered Meals                | 0           | 0 (w)          | 0         | 0            |           |              | 59,508   | \$127,269    | 39,138                   | \$289,215                   |
| 6. NSIP Eligible Meals                 | 0           | 0              | 0         | 0            |           |              | 59,508   | 0            | 0                        | 0                           |
| 7. NSIP Eligible Meals                 | 0           | 0              | 0         | 0            |           |              | 0        | 0            | 0                        | 0                           |
| 8. Adult Day Services                  | 0           | 0              | 26,791    | \$324,500    |           |              |          |              | 0                        | 0                           |
| 9. Case Management                     | 11,859      | \$377,223      | 3,725     | \$99,651     |           |              | 2,593    | \$71,970     | 24,718                   | \$625,575                   |
| 10. Concierge Meals                    | 0           | 0              | 0         | 0            |           |              | 0        | 0            | 0                        | 0                           |
| 11. NSIP Eligible Meals                | 0           | 0              | 0         | 0            |           |              | 0        | 0            | 0                        | 0                           |
| 12. NSIP Eligible Meals                | 0           | 0              | 0         | 0            |           |              | 0        | 0            | 0                        | 0                           |
| 13. Nutrition Counseling               | 0           | 0              | 0         | 0            |           |              | 15       | \$1,580      | 0                        | 0                           |
| 14. Assisted Transportation            | 30          | \$1,000 (w)    | 0         | 0            |           |              | 0        | 0            | 359                      | \$3,000                     |
| 15. Transportation                     | 30          | \$1,000 (w)    | 0         | 0            |           |              | 0        | 0            | 566                      | \$10,500                    |
| 16. Legal Assistance                   |             |                | 0         | 0            |           |              | 0        | 0            | 0                        | 0                           |
| 17. Nutrition Education                |             |                | 0         | 0            |           |              | 2,792    | \$9,074      | 0                        | 0                           |
| 18. Information & Assistance           |             |                | 4,230     | \$72,979     | 665       | \$7,652      | 2,817    | \$7,773      | 2,492                    | \$45,353                    |
| 19. Outreach                           |             |                | 700       | \$3,500      | 0         | 0            | 0        | 0            | 0                        | 0                           |
| 20. In-Home Center & Support           | 0           | 0 (w)          | 0         | 0            |           |              | 0        | 0            | 0                        | 0                           |
| 21. Health Promotion                   | 0           | 0              | 0         | 0            |           |              | 0        | 0            | 0                        | 0                           |
| 22. Personal Emergency Response        | 3,492       | \$97,379       | 0         | 0            |           |              | 0        | 0            | 0                        | 0                           |
| 23. Caregiver Services                 |             |                | 0         | 0            |           |              | 0        | 0            | 0                        | 0                           |
| 24. LTC Ombudsman                      |             |                | 0         | 0            |           |              | 0        | 0            | 0                        | 0                           |
| 25. Other Services                     |             |                | 0         | 0            |           |              | 0        | 0            | 0                        | 0                           |
| 26. Planning / Implementation / Admin. |             |                | 0         | 0            |           |              | 0        | 0            | 0                        | 0                           |
| 27. Total                              |             |                |           | \$573,279    |           | \$7,652      |          | \$29,248     |                          | \$693,794 (f)               |
| 28. Total                              |             |                |           | \$573,279    |           | \$7,652      |          | \$29,248     |                          | \$693,794 (f)               |

(f) See Guide for Completion for limitations on services provided under EISEP.  
 (w) See Guide for Completion for information regarding these EISEP services.  
 (v) N/A  
 (d) Enter the amount of Adult Day Services provided as: Non-Institutional Respite: \$ 0 Auxiliary Services: \$ 0  
 (e) Enter the amount of In-home Center & Support Services provided as: Non-Institutional Respite: \$ 0 Auxiliary Services: \$ 0  
 (g) See Other NYSONA Funding and Service and Other Services pages.

Other Funding Source Codes

|                              |                            |                   |                        |     |
|------------------------------|----------------------------|-------------------|------------------------|-----|
| 1) Title VII                 | 9) State Respite Program   | 13) County Funds  | 17) NY Comstock        | 21) |
| 2) Title V                   | 10) HICAP                  | 14) MOPPA         | 18) Direct Care Worker | 22) |
| 3) NY Comstock Expansion/BIP | 11) State Caregivers (CRK) | 15) Medicaid      | 19) VA                 | 23) |
| 4) NIA (III-F)               | 12) LTCOP                  | 16) BUP Caregiver | 20) Alzheimer's Grant  | 24) |
| 5) CSI                       | 13) State Respite Program  |                   |                        |     |
| 6) State Caregivers (CRK)    | 14) HICAP                  |                   |                        |     |
| 7) State LTCOP               | 15) NY Comstock/ADRC       |                   |                        |     |
| 8) RSVP                      | 16) BUP Caregiver          |                   |                        |     |

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

| Budget Category                           | Title III-E<br>Area Plan Admin. | Title III-E<br>Services | Total III-E<br>Budget | Title III-C1<br>Area Plan Admin. | Title III-C1<br>Services | Total III-C1<br>Budget | Title III-C2<br>Area Plan Admin. | Title III-C2<br>Services | Total III-C2<br>Budget | Title III-D<br>Budget | Title III-EY<br>Area Plan Admin. | Title III-E<br>Services | Total III-E<br>Budget** |
|-------------------------------------------|---------------------------------|-------------------------|-----------------------|----------------------------------|--------------------------|------------------------|----------------------------------|--------------------------|------------------------|-----------------------|----------------------------------|-------------------------|-------------------------|
| 1. PERSONNEL                              | \$58,102                        | \$114,316               | \$169,421             | \$15,686                         | \$27,693                 | \$43,379               | \$12,811                         | \$14,441                 | \$27,252               | \$12,115              | \$14,147                         | \$70,832                | \$84,979                |
| Adjustments(a)                            | 0                               | 0                       | 0                     | 0                                | 0                        | 0                      | 0                                | 0                        | 0                      | 0                     | 0                                | 0                       | 0                       |
| Adjusted Personnel                        | \$58,102                        | \$114,316               | \$169,421             | \$15,686                         | \$27,693                 | \$43,379               | \$12,811                         | \$14,441                 | \$27,252               | \$12,115              | \$14,147                         | \$70,832                | \$84,979                |
| 2. FRINGE BENEFITS                        | 17,431                          | 33,396                  | 50,827                | 4,706                            | 8,308                    | 13,014                 | 3,943                            | 4,332                    | 8,175                  | 3,633                 | 4,244                            | 21,249                  | 25,493                  |
| 3. EQUIPMENT                              | 0                               | 0                       | 0                     | 0                                | 10,095                   | 10,095                 | 0                                | 0                        | 30,000(b)              | 0                     | 0                                | 0                       | 30,000(b)               |
| 4. TRAVEL                                 | 0                               | 9,700                   | 9,700                 | 0                                | 3,750                    | 3,750                  | 900                              | 0                        | 900                    | 1,315                 | 0                                | 2,500                   | 2,500                   |
| 5. MAINTENANCE & OPERATIONS               | 0                               | 18,610                  | 18,610                | 0                                | 6,669                    | 6,669                  | 0                                | 5,274                    | 5,274                  | 2,800                 | 0                                | 9,188                   | 9,188                   |
| 6. OTHER EXPENSES                         | 0                               | 3,075                   | 3,075                 | 0                                | 575                      | 575                    | 0                                | 281                      | 281                    | 195                   | 0                                | 507                     | 507                     |
| 7. CONTRACTS                              | 0                               | 99,080                  | 99,080                | 0                                | 311,687                  | 311,687                | 0                                | 406,996                  | 406,996                | 0                     | 0                                | 76,314                  | 76,314                  |
| 8. FOOD                                   | 0                               | 0                       | 0                     | 0                                | 0                        | 0                      | 0                                | 0                        | 0                      | 0                     | 0                                | 0                       | 0                       |
| 9. TOTAL BUDGET (Lines 1-8)               | \$75,533                        | \$268,160               | \$343,713             | \$20,392                         | \$367,797                | \$388,189              | \$17,554                         | \$430,924                | \$448,478              | \$19,220              | \$18,891                         | \$180,590               | \$198,881               |
| 10. Less Anticipated Income               | 0                               | 0                       | 0                     | 0                                | 0                        | 0                      | 0                                | 0                        | 0                      | 0                     | 0                                | 0                       | 0                       |
| 11. Less NSIP/COMMODITY FOOD              | 0                               | 1,500                   | 1,500                 | 0                                | 0                        | 0                      | 0                                | 0                        | 0                      | 0                     | 0                                | 0                       | 0                       |
| 12. NET TOTAL (Line 9 Less Lines 10 & 11) | \$75,533                        | \$266,660               | \$342,213             | \$20,392                         | \$367,797                | \$388,189              | \$17,554                         | \$430,924                | \$448,478              | \$19,220              | \$18,891                         | \$180,590               | \$198,881               |
| 13. FEDERAL FUNDS REQUESTED               | 56,645.00                       | 239,108.00              | 295,753.00            | 15,294.00                        | 258,328.00               | 273,622.00             | 13,165.00                        | 288,949.00               | 302,114.00             | 16,225.00             | 13,793.00                        | 331,129.00              | 344,922.00              |
| 14. MATCHING FUNDS                        | 18,884.00                       | 27,572.00               | 46,456.00             | 5,098.00                         | 28,709.00                | 33,807.00              | 4,389.00                         | 36,068.00                | 40,457.00              | 1,995.00              | 4,588.00                         | 42,736.00               | 48,334.00               |
|                                           | 25,000.00                       | 10,339.00               | 35,339.00             | 25,000.00                        | 10,339.00                | 35,339.00              | 25,000.00                        | 10,339.00                | 35,339.00              | 10,339.00             | 25,000.00                        | 25,000.00               | 30,339.00               |

\*\* Title III-E Expenditures for Grandparents and Older relatives Caring for Children Activities: \$ 90.00 0.0000 \$  
 This service is limited to 10% of the Title III-E federal funds and local match plus income & NSIP generated by these services. Do not include expenditures for grandparents and other older relatives caring for individuals with disabilities between 19-59.  
 \*\*\* Title III-E Expenditures Budgeted for Supplemental Services: \$0.00 0.0000 \$  
 This service is limited to 20% of the Title III-E federal funds and local match plus income & NSIP generated by these services.  
 Percent of Federal funds budgeted for Area Plan Administration: \$99601.00 9.5776 %  
 (See Guide for Completion for further information)

Supporting Budget Schedule -- Federal Programs

|                                                   | Title III-B | Title III-C1 | Title III-C2 | Title III-D | Title III-E |
|---------------------------------------------------|-------------|--------------|--------------|-------------|-------------|
| <b>5. MAINTENANCE &amp; OPERATIONS</b>            |             |              |              |             |             |
| A. Rental Costs from Rent Allocation Schedule     | \$11,125    | \$4,569      | \$4,569      | \$ 397      | \$7,152     |
| B. Adjustments to Rental Costs - see Attachment E | 0           | 0            | 0            | 0           | 0           |
| C. Equipment Maintenance                          | 0           | 0            | 0            | 0           | 0           |
| D. Equipment Costing Less Than \$1,000            | 0           | 0            | 0            | 0           | 0           |
| E. Insurance                                      | 0           | 0            | 0            | 0           | 225         |
| F. Photocopying                                   | 100         | 50           | 60           | 50          | 510         |
| G. Postage                                        | 515         | 700          | 200          | 51          | 265         |
| H. Printing                                       | 500         | 100          | 100          | 1,200       | 450         |
| I. Supplies                                       | 250         | 70           | 75           | 102         | 161         |
| J. Telephone                                      | 275         | 750          | 270          | 100         | 225         |
| K. Other (specify): confidata shredding           | 195         | 0            | 0            | 0           | 0           |
| L. Other (specify): copier rental                 | 650         | 240          | 0            | 0           | 200         |
| M. Other (specify): newspaper adg-REP's           | 0           | 210          | 0            | 0           | 0           |
| <b>Total Maintenance &amp; Operations</b>         | \$13,610    | \$6,889      | \$5,274      | \$1,900     | \$9,188     |
| <b>6. OTHER EXPENSES</b>                          |             |              |              |             |             |
| A. Audits                                         | 0           | 0            | 0            | 0           | 0           |
| B. Bonding                                        | 0           | 0            | 0            | 0           | 0           |
| C. Conferences, Seminars & Training               | 500         | 150          | 0            | 175         | 0           |
| D. Membership & Subscriptions                     | 575         | 425          | 281          | 20          | 507         |
| E. Minor Alterations & Renovations                | 0           | 0            | 0            | 0           | 0           |
| F. Language Access Services*                      | 0           | 0            | 0            | 0           | 0           |
| G. Other (specify):                               | 0           | 0            | 0            | 0           | 0           |
| H. Other (specify):                               | 0           | 0            | 0            | 0           | 0           |
| <b>Total Other Expenses</b>                       | \$1,075     | \$ 575       | \$ 281       | \$ 195      | \$ 507      |



AAA: Oneida - 30  
 Period: 1/1/17 to 12/31/17  
 Title III-B Period (if different than above):  
 Original Date Submitted: 02/10/2017  
 Date Revised: 03/02/2017  
 Date Last Saved: 03/01/2017 | Last Saved By: Susie Perritano

Supporting Budget Schedule - Federal Programs - cont.

| 10. ANTICIPATED INCOME                                               | Title III-B  | Title III-C1 | Title III-C2 | Title III-D | Title III-E  |
|----------------------------------------------------------------------|--------------|--------------|--------------|-------------|--------------|
| A. Participant Contributions                                         | \$1,500      | \$49,194     | \$64,512     | \$ 0        | \$4,000      |
| B. Other Income (specify source): <i>selling of CD's &amp; Bonds</i> | 0            | 0            | 0            | 1,000       | 0            |
| Total Income (10A + 10B)                                             | \$1,500      | \$49,194     | \$64,512     | \$1,000     | \$4,000      |
| 13. FEDERAL FUNDS                                                    | Title III-B  | Title III-C1 | Title III-C2 | Title III-D | Title III-E  |
| A. Carryover*                                                        | 40,000.00    | 85,000.00    | 0.00         | 0.00        | 25,000.00    |
| B. Base Allocation                                                   | 255,757      | 347,702      | 163,034      | 16,225      | 139,922      |
| C. Transfer From and (To) III-B**                                    | 0            | 0            | 0            | 0           | 0            |
| D. Transfer From and (To) III-C1**                                   | 0            | -139,080     | 139,080      | 0           | 0            |
| E. Transfer From and (To) III-C2**                                   | 0            | 0            | 0            | 0           | 0            |
| F. Supplement                                                        | 0            | 0            | 0            | 0           | 0            |
| Total Federal Funds                                                  | \$295,757.00 | \$273,622.00 | \$302,114.00 | \$16,225.00 | \$144,922.00 |
| 14. MATCHING FUNDS                                                   | Title III-B  | Title III-C1 | Title III-C2 | Title III-D | Title III-E  |
| Source: Oneida County                                                | 46,456.00    | 33,807.00    | 40,457.00    | 1,995.00    | 48,334.00    |
|                                                                      | 0.00         | 0.00         | 0.00         | 0.00        | 0.00         |
|                                                                      | 0.00         | 0.00         | 0.00         | 0.00        | 0.00         |
|                                                                      | 0.00         | 0.00         | 0.00         | 0.00        | 0.00         |
|                                                                      | 0.00         | 0.00         | 0.00         | 0.00        | 0.00         |
| Volunteers as Match                                                  | 0.00         | 0.00         | 0.00         | 0.00        | 0.00         |
| Total Matching Funds                                                 | \$46,456.00  | \$33,807.00  | \$40,457.00  | \$1,995.00  | \$48,334.00  |

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

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

| Budget Category                                       | EISEP Implementation | EISEP Services Activities | Total EISEP Budget | CSE Planning & Implementation | CSE Community Service Projects/Activities | Total CSE Budget | CSI Administration | CSI Services/Chairs | Total CSI Budget | WIN Administration | WIN Service Activities | Total WIN Budget | Total CRC Budget | Total State Transportation Budget |
|-------------------------------------------------------|----------------------|---------------------------|--------------------|-------------------------------|-------------------------------------------|------------------|--------------------|---------------------|------------------|--------------------|------------------------|------------------|------------------|-----------------------------------|
| 1. PERSONNEL                                          | 339,697              | 921,930                   | 1,261,627          | 940,080                       | 121,494                                   | 1,061,574        | 0                  | 31,386              | 1,092,960        | 327,884            | 317,902                | 1,410,866        | 0                | 1,410,866                         |
| Adjustments(s)                                        | 0                    | 0                         | 0                  | 0                             | 0                                         | 0                | 0                  | 0                   | 0                | 0                  | 0                      | 0                | 0                | 0                                 |
| Adjusted Personnel                                    | 339,697              | 921,930                   | 1,261,627          | 940,080                       | 121,494                                   | 1,061,574        | 0                  | 31,386              | 1,092,960        | 327,884            | 317,902                | 1,410,866        | 0                | 1,410,866                         |
| 2. FRINGE BENEFITS                                    | 11,900               | 53,673                    | 65,573             | 12,024                        | 36,505                                    | 48,529           | 0                  | 1,768               | 50,297           | 5,365              | 21,370                 | 71,667           | 0                | 71,667                            |
| 3. EQUIPMENT                                          | 0                    | 0                         | 0                  | 0                             | 0                                         | 0                | 0                  | 0                   | 0                | 0                  | 0                      | 0                | 0                | 0                                 |
| 4. TRAVEL                                             | 0                    | 9,685                     | 9,685              | 148                           | 0                                         | 148              | 0                  | 0                   | 148              | 0                  | 2,543                  | 2,691            | 0                | 2,691                             |
| 5. MAINTENANCE & OPERATIONS                           | 685                  | 24,265                    | 24,950             | 0                             | 13,306                                    | 13,306           | 0                  | 0                   | 13,306           | 0                  | 2,357                  | 15,663           | 0                | 15,663                            |
| 6. OTHER EXPENSES                                     | 0                    | 1,250                     | 1,250              | 0                             | 525                                       | 525              | 0                  | 0                   | 525              | 0                  | 575                    | 1,100            | 0                | 1,100                             |
| 7. CONTRACTS                                          | 0                    | 603,900                   | 603,900            | 0                             | 233,000                                   | 233,000          | 0                  | 0                   | 233,000          | 0                  | 448,033                | 681,033          | 0                | 681,033                           |
| 8. FOOD                                               | 0                    | 0                         | 0                  | 0                             | 0                                         | 0                | 0                  | 0                   | 0                | 0                  | 0                      | 0                | 0                | 0                                 |
| 9. TOTAL BUDGET (Does Not Include 10 & 11)            | 452,452              | 992,123                   | 1,444,575          | 952,252                       | 368,620                                   | 1,320,872        | 0                  | 31,386              | 1,352,258        | 333,249            | 769,821                | 1,715,507        | 0                | 1,715,507                         |
| 10. Less Anticipated Income (Not Used as Local Match) | 0                    | 35,000                    | 35,000             | 0                             | 4,000                                     | 4,000            | 0                  | 0                   | 4,000            | 0                  | 71,487                 | 75,487           | 0                | 75,487                            |
| 11. Less NSIP/COMMODITY                               | 0                    | 0                         | 0                  | 0                             | 0                                         | 0                | 0                  | 0                   | 0                | 0                  | 45,819                 | 45,819           | 0                | 45,819                            |
| 12. NET TOTAL (Lines 9, Less Lines 10 & 11)           | 452,452              | 957,123                   | 1,409,575          | 952,252                       | 364,620                                   | 1,316,872        | 0                  | 31,386              | 1,348,258        | 333,249            | 724,004                | 1,669,017        | 0                | 1,669,017                         |
| 13. STATE FUNDS REQUESTED                             | 51,252 (e)           | 651,916 (d)               | 703,168            | 52,252 (e)                    | 376,205 (d)                               | 899,457          | 0 (d)              | 5,656 (d)           | 905,113          | 33,249 (c)         | 450,542                | 1,388,904        | 0                | 1,388,904                         |
| 14. MATCHING FUNDS                                    | 0                    | 74,931                    | 74,931             | 0                             | 75,800                                    | 149,731          | 0                  | 74,932              | 149,663          | 0                  | 0                      | 149,663          | 0                | 149,663                           |
|                                                       | 0                    | 222,147                   | 222,147            | 0                             | 131,415                                   | 253,562          | 0                  | 1,996               | 255,558          | 0                  | 0                      | 255,558          | 0                | 255,558                           |
|                                                       | 0                    | 35,877                    | 35,877             | 0                             | 23,000                                    | 58,877           | 0                  | 0                   | 58,877           | 0                  | 0                      | 58,877           | 0                | 58,877                            |

(a) Adjustments to Personnel Roster - see Attachment E  
 (b) Composite Fringe Benefit Percentage  
 (c) 100% State Reimbursement  
 (d) 75% State Reimbursement  
 (e) Limited to 5% of total state funds (WIN and CSI programs)  
 (f) State Transportation funds may not be utilized to purchase vehicles

EISEP In-Home Services Percentage: 51-46%  
 EISEP In-Home Services include Personal Care Level I & II & Consumer Directed In-home Services only)  
 EISEP Ancillary Services include Personal Care Level I & II & Ancillary Services not provided as non-institutional respite, Health Promotion, Personal Care, Therapeutic Services, Adult Day Services, Nutrition Counseling, Assisted Transportation/Escort, Transportation, In-home Contact and Support not provided as non-institutional respite, Health Promotion, Personal Care, Therapeutic Services and Other Services)  
 (See Guide for Completion and the worksheet for additional information.)

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

| S. MAINTENANCE & OPERATIONS                       | EISEP    | CSE      | CSI  | WIN     | CRC  | State Transportation |
|---------------------------------------------------|----------|----------|------|---------|------|----------------------|
| A. Rental Costs from Rent Allocation Schedule     | \$18,000 | \$9,536  | \$ 0 | \$ 0    | \$ 0 | \$ 0                 |
| B. Adjustments to Rental Costs - see Attachment E | 0        | 0        | 0    | 0       | 0    | 0                    |
| C. Equipment Maintenance                          | 0        | 0        | 0    | 0       | 0    | 0                    |
| D. Equipment Costing Less Than 1,000              | 0        | 0        | 0    | 0       | 0    | 0                    |
| E. Insurance                                      | 1,500    | 800      | 0    | 175     | 0    | 0                    |
| F. Photocopying                                   | 95       | 316      | 0    | 175     | 0    | 0                    |
| G. Postage                                        | 645      | 497      | 0    | 341     | 0    | 82                   |
| H. Printing                                       | 1,025    | 250      | 0    | 98      | 0    | 0                    |
| I. Supplies                                       | 500      | 130      | 0    | 77      | 0    | 0                    |
| J. Telephone                                      | 2,805    | 1,592    | 0    | 985     | 0    | 120                  |
| K. Other (specify): confidata shredding           | 130      | 135      | 0    | 111     | 0    | 0                    |
| L. Other (specify): copier rental                 | 250      | 280      | 0    | 220     | 0    | 0                    |
| M. Other (specify): REP, advertising              | 0        | 0        | 0    | 175     | 0    | 0                    |
| Total Maintenance & Operations                    | \$24,950 | \$13,506 | \$ 0 | \$2,357 | \$ 0 | \$ 202               |
| 6. OTHER EXPENSES                                 | EISEP    | CSE      | CSI  | WIN     | CRC  | State Transportation |
| A. Audits                                         | 0        | 0        | 0    | 0       | 0    | 0                    |
| B. Bonding                                        | 0        | 0        | 0    | 0       | 0    | 0                    |
| C. Conferences, Seminars & Training               | 0        | 0        | 0    | 100     | 0    | 0                    |
| D. Membership & Subscriptions                     | 1,290    | 925      | 0    | 475     | 0    | 0                    |
| E. Minor Alterations & Renovations                | 0        | 0        | 0    | 0       | 0    | 0                    |
| F. Language Access Services                       | 0        | 0        | 0    | 0       | 0    | 0                    |
| G. Other* (specify):                              | 0        | 0        | 0    | 0       | 0    | 0                    |
| H. Other* (specify):                              | 0        | 0        | 0    | 0       | 0    | 0                    |
| Total Other Expenses                              | \$1,290  | \$ 925   | \$ 0 | \$ 575  | \$ 0 | \$ 0                 |

\*Equipment and assistive devices purchased as EISEP Ancillary Services must be included on line 6. G or H unless they are purchased as part of a contract.

Supporting Budget Schedule for the EISEP, CSE, CSI, WIN, CRC and State Transportation Programs - cont.

| 10. ANTICIPATED INCOME                        | EISEP     | CSE       | CSI     | WIN      | CRC | State Transportation |
|-----------------------------------------------|-----------|-----------|---------|----------|-----|----------------------|
| A. Cost Sharing                               | 35,000    | 0         |         |          |     |                      |
| B. Cost Sharing Transferred from EISEP to CSE | 0         | 0         |         |          |     |                      |
| C. Net Cost Sharing (10A) (+ or -) 10B)       | 35,000    | 0         |         |          |     |                      |
| D. Participant Contributions                  | 0         | 4,000     |         | 71,407   | 0   | 1,424                |
| E. Other Income (specify source):             | 0         | 0         |         | 0        | 0   | 0                    |
| F. Contributions Used as Match                | 0         | 0         |         |          |     |                      |
| Total Income (10C+10D+10E+10F)                | \$35,000  | \$4,000   | \$0     | \$71,407 | \$0 | \$1,424              |
| 14. Matching Funds                            | EISEP     | CSE       | CSI     | WIN      | CRC | State Transportation |
| Source                                        |           |           |         |          |     |                      |
| Oneida County                                 | 222,147   | 125,415   | 1,996   | 0        |     | 0                    |
|                                               | 0         | 0         | 0       | 0        |     | 0                    |
|                                               | 0         | 0         | 0       | 0        |     | 0                    |
|                                               | 0         | 0         | 0       | 0        |     | 0                    |
| Volunteers as Match                           | 0         | 0         | 0       |          |     |                      |
| Contributions Used as Match                   | 0         | 0         | 0       |          |     |                      |
| Total Matching Funds                          | \$222,147 | \$125,415 | \$1,996 | \$0      |     | \$0                  |

Application For Funding  
 Summary Budget for HIICAP and Title V

| Budget Category                         | HIICAP     | Title V        |                                    |                     | Total      |
|-----------------------------------------|------------|----------------|------------------------------------|---------------------|------------|
|                                         |            | Administration | Enrollee Wages and Fringe Benefits | Program/Other Costs |            |
| 1. PERSONNEL                            | 25,166     | 5,612          | 0                                  | 0                   | 5,612      |
| Adjustments(a)                          | 0          | 0              | 0                                  | 0                   | 0          |
| Adjusted Personnel                      | 25,166     | 5,612          | 0                                  | 0                   | 5,612      |
| 2. FRINGE BENEFITS                      | 7,550      | 1,687          | 0                                  | 0                   | 1,687      |
|                                         | 30.00% (b) | 30.06% (b)     | 0.00% (b)                          | 0.00% (b)           |            |
| 3. EQUIPMENT                            | 0          | 0              | 0                                  | 0                   | 0          |
| 4. TRAVEL                               | 0          | 0              | 0                                  | 425                 | 425        |
| 5. MAINTENANCE & OPERATIONS             | 361        | 0              | 0                                  | 1,729               | 1,729      |
| 6. OTHER EXPENSES                       | 200        | 0              | 0                                  | 290                 | 290        |
| 7. CONTRACTS                            | 0          | 0              | 50,430                             | 2,018               | 52,448     |
| 8. FOOD                                 |            |                |                                    |                     |            |
| 9. TOTAL BUDGET<br>(Lines 1-8)          | 33,277     | 7,299          | 50,430                             | 4,462               | 62,191     |
| 10. Less Anticipated Income             | 600        |                |                                    |                     |            |
| 11. NET TOTAL<br>(Line 9 Less Lines 10) | 32,677     | 7,299          | 50,430                             | 4,462               | 62,191     |
| 12. FEDERAL/STATE FUNDS<br>REQUESTED    | 32,677     | 5,197 (c)      | 47,107 (d)                         | 2,929               | 55,233 (e) |
| 13. MATCHING FUNDS                      | 0          | 2,102          | 3,323                              | 1,533               | 6,958      |

Percent of Federal funds budgeted for administration: 9.4092 (c)/(e)  
 Percent of Federal funds Enrollee wages and Fringe Benefits: 85.2878 (d)/(e)

(a) Adjustments to Personnel Roster - see Attachment E  
 (b) Composite Fringe Benefit Percentage.  
 (c) Federal share of administration is not to exceed 9.45% of the Federal funds requested.  
 (d) Federal share of Enrollee wages and Fringe Benefits must be at least 75% of the Federal funds requested.  
 (e) Federal share cannot exceed 90% of the Total Budget (minimum match 10%).

**Supporting Budget Schedule for HHCAP and Title V**

| 5. MAINTENANCE & OPERATIONS                       | HHCAP         | Title V        |
|---------------------------------------------------|---------------|----------------|
| A. Rental Costs from Rent Allocation Schedule     | \$ 0          | \$1,589        |
| B. Adjustments to Rental Costs - see Attachment E | 0             | 0              |
| C. Equipment Maintenance                          | 0             | 0              |
| D. Equipment Costing Less Than \$1,000            | 0             | 0              |
| E. Insurance                                      | 0             | 0              |
| F. Photocopying                                   | 0             | 0              |
| G. Postage                                        | 50            | 45             |
| H. Printing                                       | 175           | 0              |
| I. Supplies                                       | 45            | 20             |
| J. Telephone                                      | 91            | 75             |
| K. Other (specify):                               | 0             | 0              |
| K. Other (specify):                               | 0             | 0              |
| K. Other (specify):                               | 0             | 0              |
| <b>Total Maintenance &amp; Operations</b>         | <b>\$ 361</b> | <b>\$1,729</b> |
| 6. OTHER EXPENSES                                 | HHCAP         | Title V        |
| A. Audits                                         | 0             | 0              |
| B. Bonding                                        | 0             | 0              |
| C. Conferences, Seminars & Training               | 200           | 290            |
| D. Membership & Subscriptions                     | 0             | 0              |
| E. Minor Alterations & Renovations                | 0             | 0              |
| F. Language Access Services                       | 0             | 0              |
| G. Other (specify):                               | 0             | 0              |
| H. Other (specify):                               | 0             | 0              |
| <b>Total Maintenance &amp; Operations</b>         | <b>200</b>    | <b>290</b>     |



AAA: Oneida- 30  
 HHCAP Period: 4/1/17 to 3/31/18  
 Title V Period 7/1/17 to 6/30/18  
 Original Date Submitted: 02/10/2017  
 Date Revised: 03/02/2017

Date Last Saved: 03/01/2017 | Last Saved By: Susie Perritano

**Supporting Budget Schedule for HHCAP and Title V - cont.**

| 10. ANTICIPATED INCOME                                                    | HHCAP         | Title V       |
|---------------------------------------------------------------------------|---------------|---------------|
| A. Participant Contributions                                              | 600           |               |
| B. Other (specify):                                                       | 0             |               |
| <b>Total Income (10A +10B)</b>                                            | <b>\$ 600</b> |               |
| 13. STATE OR FEDERAL FUNDS                                                | HHCAP         | Title V       |
| A. Carryover                                                              |               |               |
| A. Base Allocation                                                        | 32,677        | 55,233        |
| A. Supplement                                                             | 0             | 0             |
| <b>Total State or Federal Funds</b>                                       | <b>32,677</b> | <b>55,233</b> |
| 14. Matching Funds                                                        | HHCAP         | Title V       |
| Source <span style="float: right;">Check if In-Kind</span>                |               |               |
| Oneida County <span style="float: right;"><input type="checkbox"/></span> | 0             | 6,958         |
| <span style="float: right;"><input type="checkbox"/></span>               | 0             | 0             |
| <span style="float: right;"><input type="checkbox"/></span>               | 0             | 0             |
| <span style="float: right;"><input type="checkbox"/></span>               | 0             | 0             |
| <span style="float: right;"><input type="checkbox"/></span>               | 0             | 0             |
| <b>Total Matching Funds</b>                                               | <b>0</b>      | <b>6,958</b>  |

PERSONNEL ROSTER

| Complete for Each Position<br>[X] Name<br>[ ] Title | Check below if footnote (a) is true | 1. Annual Salary | 2. Title III Area Plan Admin | 3. Title III-B Services | 4. Title III-C1 Services | 5. Title III-C2 Services | 6. Title III-E Services | 7. EISEP          |                   | 8. CSE                   |                 | 9. WIN                |                 | 10. Other Funding | Sources (y) |
|-----------------------------------------------------|-------------------------------------|------------------|------------------------------|-------------------------|--------------------------|--------------------------|-------------------------|-------------------|-------------------|--------------------------|-----------------|-----------------------|-----------------|-------------------|-------------|
|                                                     |                                     |                  |                              |                         |                          |                          |                         | 7a Implementation | 7b EISEP Services | 8a Plan & Implementation | 8b CSE Services | 9a WIN Administration | 9b WIN Services |                   |             |
| N Alton-Burdick, C.***                              | <input checked="" type="checkbox"/> | 32,866           | 13,217                       | 0                       | 0,459                    | 5,815                    | 0                       | 0                 | 0                 | 0                        | 0               | 17,446                | 2,823           | #15 #19           |             |
| T Other                                             |                                     | 100,000          | 25,000                       | 0.000                   | 16,000                   | 11,000                   | 0.000                   | 0.000             | 0.000             | 0.000                    | 0.000           | 31,000                | 5,000           | #15               |             |
| N Kaczul, Terrie                                    | <input type="checkbox"/>            | 11,821           | 0                            | 0                       | 0                        | 0                        | 0                       | 0                 | 0                 | 0                        | 0               | 465                   | 11,156          | #15               |             |
| T Other                                             |                                     | 100,000          | 0.000                        | 0.000                   | 0.000                    | 0.000                    | 0.000                   | 0.000             | 0.000             | 0.000                    | 0.000           | 4,000                 | 96,000          | #3 #11 #17 #15    |             |
| N Genton, Monica                                    | <input type="checkbox"/>            | 23,252           | 0                            | 0                       | 0                        | 0                        | 0                       | 0                 | 0                 | 0                        | 0               | 0                     | 23,252          | #3 #15            |             |
| T Other                                             |                                     | 100,000          | 0.000                        | 0.000                   | 0.000                    | 0.000                    | 0.000                   | 0.000             | 0.000             | 0.000                    | 0.000           | 0.000                 | 100,000         | #3 #15            |             |
| N Simey, Susan                                      | <input type="checkbox"/>            | 40,954           | 0                            | 0                       | 0                        | 0                        | 0                       | 4,955             | 32,924            | 0                        | 0               | 0                     | 18,021          | #3 #15            |             |
| T Other                                             |                                     | 100,000          | 0.000                        | 0.000                   | 0.000                    | 0.000                    | 0.000                   | 10,000            | 34,000            | 0.000                    | 0.000           | 0.000                 | 44,000          | #3 #15            |             |
| N Krasnow, Karen                                    | <input type="checkbox"/>            | 24,142           | 4,828                        | 0                       | 0                        | 0                        | 0                       | 0                 | 0                 | 0                        | 0               | 0                     | 19,314          | #5 #15            |             |
| T Other                                             |                                     | 100,000          | 20,000                       | 0.000                   | 0.000                    | 0.000                    | 0.000                   | 0.000             | 0.000             | 0.000                    | 0.000           | 0.000                 | 80,000          | #3 #18 #16        |             |
| N Benson, Jessica                                   | <input type="checkbox"/>            | 23,252           | 0                            | 2,790                   | 465                      | 1,163                    | 2,790                   | 0                 | 4,650             | 0                        | 2,550           | 0                     | 8,435           | #3 #18 #16        |             |
| T Other                                             |                                     | 100,000          | 0.000                        | 12,000                  | 2,000                    | 5,000                    | 12,000                  | 0.000             | 20,000            | 0.000                    | 11,000          | 0.000                 | 36,000          | #3 #18 #16        |             |
| N Gucozo, Denise                                    | <input type="checkbox"/>            | 49,200           | 1,920                        | 0                       | 0                        | 0                        | 0                       | 384               | 0                 | 984                      | 0               | 0                     | 47,228          | #5 #3 #15         |             |
| T Other                                             |                                     | 100,000          | 10,000                       | 0.000                   | 0.000                    | 0.000                    | 0.000                   | 2,000             | 0.000             | 0.000                    | 0.000           | 0.000                 | 84,000          | #3 #18 #15        |             |
| N Campanaro, Joseph                                 | <input type="checkbox"/>            | 39,607           | 0                            | 0,842                   | 0                        | 0                        | 1,483                   | 0                 | 2,961             | 0                        | 3,778           | 0                     | 1,480           | #3 #18 #15        |             |
| T Case Manager/Worker                               |                                     | 100,000          | 0.000                        | 30,000                  | 0.000                    | 0.000                    | 5,000                   | 0.000             | 20,000            | 0.000                    | 0.000           | 0.000                 | 50,000          | #3 #18 #15        |             |
| N Carroll, Kevin                                    | <input type="checkbox"/>            | 39,607           | 0                            | 3,553                   | 585                      | 1,480                    | 3,553                   | 0                 | 5,921             | 0                        | 3,257           | 0                     | 11,251          | #3 #18 #15        |             |
| T Case Manager/Worker                               |                                     | 100,000          | 0.000                        | 12,000                  | 2,000                    | 5,000                    | 12,000                  | 0.000             | 20,000            | 0.000                    | 11,000          | 0.000                 | 30,000          | #3 #18 #15        |             |
| N Christian, Jillian                                | <input type="checkbox"/>            | 39,603           | 6,293                        | 0                       | 0                        | 0                        | 0                       | 858               | 0                 | 858                      | 0               | 0                     | 19,726          | #15               |             |
| T Administrative Assistant                          |                                     | 100,000          | 22,000                       | 0.000                   | 0.000                    | 0.000                    | 0.000                   | 3,000             | 0.000             | 0.000                    | 0.000           | 0.000                 | 69,000          | #15               |             |
| Page Subtotal                                       |                                     | 313,196          | 25,259                       | 35,225                  | 9,526                    | 8,453                    | 7,853                   | 5,937             | 27,456            | 1,842                    | 32,508          | 7,128                 | 19,391          | 169,567           |             |

For Positions Used as In-Kind, note with (C) after their name.  
 (a) Check box if AAA staff is designated or responsible for nutrition program oversight and/or operations.  
 (b) This column includes Area Plan Administration salaries budgeted under titles III-B, III-C-1, III-C-2 and/or III-E.  
 (c) Other Funding Source Codes

Other Funding Source Codes

|                              |                           |                          |                   |                        |        |        |         |        |         |        |        |           |
|------------------------------|---------------------------|--------------------------|-------------------|------------------------|--------|--------|---------|--------|---------|--------|--------|-----------|
| 1) Title VII                 | 5) CSI                    | 9) State Respite Program | 13) County Funds  | 17) NY Connects        | 21)    |        |         |        |         |        |        |           |
| 2) Title V                   | 6) State Caregivers (CRC) | 10) HICAP                | 14) MIPPA         | 18) Direct Care Worker | 22)    |        |         |        |         |        |        |           |
| 3) NY Connects Expansion/RIP | 7) State LTCOP            | 11) NY Connects/ADRC     | 15) Medicaid      | 19) VAA                | 23)    |        |         |        |         |        |        |           |
| 4) Title III-D               | 8) RSVP                   | 12) Transportation       | 16) BIP Caregiver | 20) Alzheimer's Grant  | 24)    |        |         |        |         |        |        |           |
| Grand Total                  | 2,100,954                 | 100,746                  | 113,913           | 27,693                 | 34,941 | 70,832 | 216,810 | 40,650 | 121,894 | 17,884 | 87,202 | 1,251,796 |













EQUIPMENT ROSTER

| Equipment Item:<br>(Unit cost or annual rental of \$1,000 or more). | 1<br>Quantity | 2<br>Unit Price | 3<br>Total Cost<br>(1X2) | 4<br>Title III-B Cost | 5<br>Title III-C-1<br>Cost | 6<br>Title III-C-2<br>Cost | 7<br>Title III-D Cost | 8<br>Title III-E Cost | 9<br>EISEP Cost | 10<br>CSE Cost | 11<br>WIN Cost | 12<br>Other Funding<br>Sources**<br>Amount |
|---------------------------------------------------------------------|---------------|-----------------|--------------------------|-----------------------|----------------------------|----------------------------|-----------------------|-----------------------|-----------------|----------------|----------------|--------------------------------------------|
| #team table                                                         | 5             | 2,019           | 10,095                   | 0                     | 10,095                     | 0                          | 0                     | 0                     | 0               | 0              | 0              | 0                                          |
| <b>Page Subtotal</b>                                                |               |                 | 10,095                   | 0                     | 10,095                     | 0                          | 0                     | 0                     | 0               | 0              | 0              | 0                                          |

\* AAAs should not include items purchased as EISEP ancillary services. These items should be included on the State Supporting Budget Schedule for EISEP, CSE, OSI, WIN, CRC and State Transportation under 's Other Expenses', lines G through H.  
 \*\* Specific on equipment charged to the 'Other Funding' category, i.e. HICAP, Title V, etc. must also be included in the supporting budget portion of the other program's grant application.

Other Funding Source Codes

| 1) Title VII                 | 5) CSI                    | 9) State Respite Program | 13) County Funds  | 17) NY Canteens        |   |   |   |   |   |   |   |   |
|------------------------------|---------------------------|--------------------------|-------------------|------------------------|---|---|---|---|---|---|---|---|
| 2) Title V                   | 6) State Caregivers (CRC) | 10) HICAP                | 14) MIPPA         | 18) Direct Care Worker |   |   |   |   |   |   |   |   |
| 3) NY Connells Expansion/BIP | 7) State LTDCOP           | 11) NY Connells/ADRC     | 15) Medicaid      | 19) VA                 |   |   |   |   |   |   |   |   |
| 4) Title III-D               | 8) RSVP                   | 12) Transportation       | 16) BIP Caregiver | 20) Alzheimer's Grant  |   |   |   |   |   |   |   |   |
|                              |                           |                          |                   | 21)                    |   |   |   |   |   |   |   |   |
|                              |                           |                          |                   | 22)                    |   |   |   |   |   |   |   |   |
|                              |                           |                          |                   | 23)                    |   |   |   |   |   |   |   |   |
|                              |                           |                          |                   | 24)                    |   |   |   |   |   |   |   |   |
| <b>Grand Total</b>           |                           | 10,095                   | 0                 | 0                      | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

\*\*\* Notes: Equipment may not be charged to the State Caregivers (CRC) grant. Vehicles may not be charged to the State Transportation program.

RENT ALLOCATION SCHEDULE

| Complete For Each Location                                  | 1<br>Annual Cost/Total<br>Percent | 2<br>Title III-B | 3<br>Title III-C-1 | 4<br>Title III-C-2 | 5<br>Title III-E | 6<br>EISEP | 7<br>CISE | 8<br>WPA | 9 OTHER FUNDING<br>Source(s) -<br>Amount |
|-------------------------------------------------------------|-----------------------------------|------------------|--------------------|--------------------|------------------|------------|-----------|----------|------------------------------------------|
| Address: 125 Millers Street, S.J. Lew 201, Oneida, NY 13624 |                                   |                  |                    |                    |                  |            |           |          | #2 #3 #4 #17 #45                         |
| Owner: Oneida County                                        | 79,464                            | 11,125           | 4,568              | 7,152              | 15,000           | 9,536      | 0         | 0,000    | 24,513                                   |
| Annual Rent: 79,464                                         |                                   |                  |                    |                    |                  |            |           |          |                                          |
| Maint-in-Lieu: 0                                            |                                   |                  |                    |                    |                  |            |           |          |                                          |
| Page Subtotal:                                              | 79,464                            | 11,125           | 4,568              | 7,152              | 15,000           | 9,536      | 0         | 0,000    | 24,513                                   |

For Locations Used as In-Ride, Note With Asterisk (\*)

Other Funding Source Codes

|                             |                           |                          |                   |                        |        |       |   |       |        |
|-----------------------------|---------------------------|--------------------------|-------------------|------------------------|--------|-------|---|-------|--------|
| 1) Title VII                | 5) CSI                    | 9) State Respite Program | 13) County Funde  | 17) NY Connect         | 21)    |       |   |       |        |
| 2) Title V                  | 6) State Caregivers (CRG) | 10) HICAP                | 14) MPPA          | 18) Direct Care Worker | 22)    |       |   |       |        |
| 3) NY Connects ExpansionBIP | 7) State LTDCOP           | 11) NY Connects/ADRC     | 15) Medicaid      | 19) VA                 | 23)    |       |   |       |        |
| 4) Title III-D              | 8) RSVP                   | 12) Transportation       | 16) BIP Caregiver | 20) Alzheimer's Grant  | 24)    |       |   |       |        |
| Grand Total:                | 79,464                    | 11,125                   | 4,568             | 7,152                  | 15,000 | 9,536 | 0 | 0,000 | 24,513 |

AAA: Oneida  
 AAA: Oneida - 30  
 Period: 4/1/17 to 3/31/18  
 Original Date Submitted: 02/10/2017  
 Date Revised: 03/02/2017  
 Date Last Saved: 02/28/2017 Last Saved By: Susie Perritano

| Contractor Code                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | III-B                                                     | III-C1                                                    | III-C2                                                    | III-D                                                     | III-E                                                       | EISEP                                                         | CSE                                                           | CSI                                                       | WIN                                                       | OTHER                                                     | TOTAL                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| Name: American Medical Alerts d/b/a Tunstall Americas<br>Contractor Code: 30052<br>E-Mail Address: dan_cusworth@tunstall.com<br>MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), with this contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Contractor Type: For Profit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Contract is: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)   | \$48,500<br>Services to be provided: 1<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)     | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$48,500<br>Services to be provided: 1<br>(Must be completed) |
| Name: Ava Dorfman Sr. Ctl. Center<br>Contractor Code: 30013<br>E-Mail Address: dayprogram@avadorfmancenter.com<br>MWBE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), with this contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Contractor Type: Not-For-Profit <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Contract is: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No           | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 500<br>Services to be provided: 1<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)     | \$59,500<br>Services to be provided: 1<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$80,000<br>Services to be provided: 2<br>(Must be completed) |

|                                                                                                                                                                                                  |          |           |           |      |          |           |           |      |           |           |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------|------|----------|-----------|-----------|------|-----------|-----------|-------------|
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | \$ 0     | \$ 0      | \$ 0      | \$ 0 | \$ 500   | \$48,500  | \$59,500  | \$ 0 | \$ 0      | \$ 0      | \$108,500   |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | \$99,080 | \$311,687 | \$405,596 | \$ 0 | \$76,314 | \$603,900 | \$333,000 | \$ 0 | \$448,023 | \$488,173 | \$2,766,773 |
| <b>PAGE SUBTOTAL</b>                                                                                                                                                                             | \$ 0     | \$ 0      | \$ 0      | \$ 0 | \$ 500   | \$48,500  | \$59,500  | \$ 0 | \$ 0      | \$ 0      | \$108,500   |
| <b>GRAND TOTAL</b>                                                                                                                                                                               | \$99,080 | \$311,687 | \$405,596 | \$ 0 | \$76,314 | \$603,900 | \$333,000 | \$ 0 | \$448,023 | \$488,173 | \$2,766,773 |

Other Funding Source Codes

|                              |                           |                           |                   |                        |     |
|------------------------------|---------------------------|---------------------------|-------------------|------------------------|-----|
| 1) Title VII                 | 5) CSI                    | 9) State Respite Program. | 13) County Funds  | 17) NY Connects        | 21) |
| 2) Title V                   | 6) State Caregivers (CRC) | 10) HHCAP                 | 14) MIPPA         | 18) Direct Care Worker | 22) |
| 3) NY Connects Expansion/BIP | 7) State LTCOP            | 11) NY Connects/ADRC      | 15) Medicaid      | 19) VA                 | 23) |
| 4) Title III-D               | 8) RSVF                   | 12) Transportation        | 16) BIP Caregiver | 20) Alzheimer's Grant  | 24) |



AAA: Oneida  
 Period: 4/1/17 to 3/31/18  
 Original Date Submitted: 02/10/2017  
 Date Revised: 03/02/2017  
 Date Last Saved: 02/28/2017 Last Saved By: Susie Perritano

| Name: Bishop, Kathleen                                                                                                                                                                                                                                                              | III-B                                                         | III-C1                                                   | III-C2                                                   | III-D                                                    | III-E                                                      | EISEP                                                          | CSE                                                      | CSI                                                      | WIN                                                      | OTHER                                                    | TOTAL                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|-----------------------------------------------------------------|
| Contractor Code: 30059<br>E-Mail Address: kbishop@carelink.net<br>MWBE:<br>Rural Contractor:<br>Number of contracts, (State & Federal), with this contractor: Type: For Profit<br>Contract is:<br>Active:<br>New:<br>RD:<br>Consultant:                                             | \$17,010<br>Services to be provided: 1<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed)   | \$0<br>Services to be provided: 0<br>(Must be completed)       | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | -\$17,010<br>Services to be provided: 1<br>(Must be completed)  |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                    |                                                               |                                                          |                                                          |                                                          |                                                            |                                                                |                                                          |                                                          |                                                          |                                                          |                                                                 |
| Name: caregivers.cba.comakers<br>Contractor Code: 30001<br>E-Mail Address: jhuthor@caregivers.comakers.com<br>MWBE:<br>Rural Contractor:<br>Number of contracts, (State & Federal), with this contractor: Type: For Profit<br>Contract is:<br>Active:<br>New:<br>RD:<br>Consultant: | \$0<br>Services to be provided: 0<br>(Must be completed)      | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$200<br>Services to be provided: 1<br>(Must be completed) | \$117,500<br>Services to be provided: 2<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | -\$117,700<br>Services to be provided: 3<br>(Must be completed) |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                    |                                                               |                                                          |                                                          |                                                          |                                                            |                                                                |                                                          |                                                          |                                                          |                                                          |                                                                 |

|               |          |           |           |     |          |           |           |     |           |           |             |
|---------------|----------|-----------|-----------|-----|----------|-----------|-----------|-----|-----------|-----------|-------------|
| PAGE SUBTOTAL | \$0      | \$0       | \$0       | \$0 | \$200    | \$117,500 | \$0       | \$0 | \$0       | \$0       | \$134,710   |
| GRAND TOTAL   | \$99,090 | \$311,687 | \$406,696 | \$0 | \$76,314 | \$603,900 | \$333,000 | \$0 | \$448,023 | \$488,173 | \$2,766,773 |

Other Funding Source Codes

|                              |                           |                          |                   |                        |     |
|------------------------------|---------------------------|--------------------------|-------------------|------------------------|-----|
| 1) Title VI                  | 5) CSI                    | 9) State Respite Program | 13) County Funds  | 17) NY Connects        | 21) |
| 2) Title V                   | 6) State Caregivers (CRC) | 10) HHCAP                | 14) MIPPA         | 18) Direct Care Worker | 22) |
| 3) NY Connects Expansion/BIP | 7) State LTCCP            | 11) NY Connects/AORC     | 15) Medicaid      | 19) VA                 | 23) |
| 4) Title III-D               | 8) RSVP                   | 12) Transportation       | 16) BIP Caregiver | 20) Alzheimer's Grant  | 24) |

AAA: Onelia - 30  
 Period: 4/1/17 to 3/31/18  
 Original Date Submitted: 02/10/2017  
 Date Revised: 03/02/2017  
 Date Last Saved: 02/28/2017 | Last Saved By: Susie Perritano

| Name: Charles E. Sitarin Health Care Center                                                                                                                                                                                                                                         | III-B                                                     | III-C1                                                       | III-C2                                                        | III-D                                                     | III-E                                                       | EISEP                                                     | CSE                                                           | CSI                                                       | WIN                                                           | OTHER                                                     | TOTAL                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|
| Contractor Code: 30079<br>E-Mail Address: chesitarin@starr.org<br>MWBE:<br>Rural Contractor:<br>Number of contracts, (State & Federal), with this contractor:<br>Contract Type: Not-for-Profit<br>Contract is:<br>Active:<br>New:<br>RD:<br>Consultant:                             | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)    | \$ 0<br>Services to be provided: 2<br>(Must be completed)     | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 500<br>Services to be provided: 1<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$12,000<br>Services to be provided: 1<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)     | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$12,500<br>Services to be provided: 2<br>(Must be completed) |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                    |                                                           |                                                              |                                                               |                                                           |                                                             |                                                           |                                                               |                                                           |                                                               |                                                           |                                                               |
| Name: Barbara Pamela, S. MD/MS<br>Contractor Code: 30093<br>E-Mail Address: paldaman@yahoo.com<br>MWBE:<br>Rural Contractor:<br>Number of contracts, (State & Federal), with this contractor:<br>Contract Type: For Profit<br>Contract is:<br>Active:<br>New:<br>RD:<br>Consultant: | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$9,374<br>Services to be provided: 2<br>(Must be completed) | \$10,460<br>Services to be provided: 2<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)   | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)     | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$10,654<br>Services to be provided: 2<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$30,488<br>Services to be provided: 6<br>(Must be completed) |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                    |                                                           |                                                              |                                                               |                                                           |                                                             |                                                           |                                                               |                                                           |                                                               |                                                           |                                                               |

|               |          |           |           |      |          |           |           |      |           |           |             |
|---------------|----------|-----------|-----------|------|----------|-----------|-----------|------|-----------|-----------|-------------|
| PAGE SUBTOTAL | \$ 0     | \$ 9,374  | \$10,460  | \$ 0 | \$ 500   | \$ 0      | \$12,000  | \$ 0 | \$10,654  | \$ 0      | \$42,988    |
| GRAND TOTAL   | \$98,080 | \$311,687 | \$405,696 | \$ 0 | \$76,314 | \$603,900 | \$333,000 | \$ 0 | \$448,023 | \$488,173 | \$2,786,773 |

Other Funding Source Codes

|                              |                           |                          |                   |                        |     |
|------------------------------|---------------------------|--------------------------|-------------------|------------------------|-----|
| 1) Title VII                 | 5) CSI                    | 9) State Respite Program | 13) County Funds  | 17) NY Connects        | 21) |
| 2) Title V                   | 6) State Caregivers (CRC) | 10) HICAP                | 14) MIPPA         | 18) Direct Care Worker | 22) |
| 3) NY Connects Expansion/BIP | 7) State LTCCOP           | 11) NY Connects/ADRC     | 15) Medicaid      | 19) VA                 | 23) |
| 4) Title III-D               | 8) RSVP                   | 12) Transportation       | 16) BIP Caregiver | 20) Alzheimer's Grant  | 24) |

| Name: Family Home Care                                                                                                                                                                                                                                                                                                                                                                                                                         | III-B                                                         | III-C1                                                   | III-C2                                                   | III-D                                                    | III-E                                                      | EISEP                                                          | CSE                                                      | CSI                                                      | WIN                                                      | OTHER                                                    | TOTAL                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------------|
| Contractor Code: 30002<br>E-Mail Address: scsb24@aol.com<br>MWBE:<br>Number of contracts, (State & Federal), with this contractor:<br>Contractor Type: For profit<br>Active: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                 | \$0<br>Services to be provided: 0<br>(Must be completed)      | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$200<br>Services to be provided: 1<br>(Must be completed) | \$102,000<br>Services to be provided: 2<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$102,200<br>Services to be provided: 3<br>(Must be completed) |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                               |                                                               |                                                          |                                                          |                                                          |                                                            |                                                                |                                                          |                                                          |                                                          |                                                          |                                                                |
| Name: Slawski, Joseph, Esq.<br>Contractor Code: 30051<br>E-Mail Address: jse@lmszlaw.com<br>MWBE:<br>Number of contracts, (State & Federal), with this contractor:<br>Contractor Type: For Profit<br>Active: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | \$12,500<br>Services to be provided: 1<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed)   | \$0<br>Services to be provided: 0<br>(Must be completed)       | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$12,500<br>Services to be provided: 1<br>(Must be completed)  |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                               |                                                               |                                                          |                                                          |                                                          |                                                            |                                                                |                                                          |                                                          |                                                          |                                                          |                                                                |

|               |          |           |           |     |          |           |           |     |           |           |             |
|---------------|----------|-----------|-----------|-----|----------|-----------|-----------|-----|-----------|-----------|-------------|
| PAGE SUBTOTAL | \$12,500 | \$0       | \$0       | \$0 | \$200    | \$102,000 | \$0       | \$0 | \$0       | \$0       | \$114,700   |
| GRAND TOTAL   | \$99,090 | \$311,687 | \$406,596 | \$0 | \$76,314 | \$603,900 | \$333,000 | \$0 | \$448,023 | \$488,173 | \$2,766,773 |

Other Funding Source Codes

|                              |                           |                        |     |
|------------------------------|---------------------------|------------------------|-----|
| 1) Title VII                 | 5) CSI                    | 17) NY Connects        | 21) |
| 2) Title V                   | 6) State Caregivers (CRC) | 18) Direct Care Worker | 22) |
| 3) NY Connects Expansion/BIP | 7) State LTCOP            | 19) VA                 | 23) |
| 4) Title III-D               | 8) RSVP                   | 20) Alzheimer's Grant  | 24) |
|                              | 9) State Respite Program  |                        |     |
|                              | 10) HICAP                 |                        |     |
|                              | 11) NY Connects/ADRC      |                        |     |
|                              | 12) Transportation        |                        |     |
|                              | 13) County Funds          |                        |     |
|                              | 14) MIPPA                 |                        |     |
|                              | 15) Medicaid              |                        |     |
|                              | 16) BIP Caregiver         |                        |     |

AAA: Onetria  
 AAA: Onetria - 30  
 Period: 4/1/17 to 3/31/18  
 Original Date Submitted: 02/10/2017  
 Date Revised: 03/02/2017  
 Date Last Saved: 02/28/2017 | Last Saved By: Susie Perritano

| Contractor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | III-B                                                         | III-C1                                                   | III-C2                                                   | III-D                                                    | III-E                                                    | EISEP                                                    | CSE                                                      | CSI                                                      | WIN                                                      | OTHER                                                    | TOTAL                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------------|
| Name: Koniewicz-Swartz, Susan<br>Contractor Code: 30076<br>E-Mail Address: sswartz@gmail.com<br>MWBE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), with this contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Contractor Type: For Profit<br>Contract Is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$2,000<br>Services to be provided: 1<br>(Must be completed)  | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$2,000<br>Services to be provided: 1<br>(Must be completed)  |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                               |                                                          |                                                          |                                                          |                                                          |                                                          |                                                          |                                                          |                                                          |                                                          |                                                               |
| Name: Legat, Ad society<br>Contractor Code: 30230<br>E-Mail Address: ptopia@nylc.com<br>MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), with this contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Contractor Type: Not-For-Profit<br>Contract Is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No     | \$12,500<br>Services to be provided: 1<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$0<br>Services to be provided: 0<br>(Must be completed) | \$12,500<br>Services to be provided: 1<br>(Must be completed) |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                               |                                                          |                                                          |                                                          |                                                          |                                                          |                                                          |                                                          |                                                          |                                                          |                                                               |

|               |          |           |           |     |          |           |           |     |           |           |             |
|---------------|----------|-----------|-----------|-----|----------|-----------|-----------|-----|-----------|-----------|-------------|
| PAGE SUBTOTAL | \$14,500 | \$0       | \$0       | \$0 | \$0      | \$0       | \$0       | \$0 | \$0       | \$0       | \$14,500    |
| GRAND TOTAL   | \$99,080 | \$371,667 | \$406,596 | \$0 | \$76,314 | \$603,900 | \$333,000 | \$0 | \$448,023 | \$488,173 | \$2,768,773 |

Other Funding Source Codes

|                              |                           |                        |     |
|------------------------------|---------------------------|------------------------|-----|
| 1) Title VII                 | 5) CSI                    | 17) NY Contracts       | 21) |
| 2) Title V                   | 6) State Caregivers (CRC) | 18) Direct Care Worker | 22) |
| 3) NY Connects Expansion/BIP | 7) State LTGOR            | 19) VA                 | 23) |
| 4) Title III-D               | 8) RSVP                   | 20) Alzheimer's Grant  | 24) |

| Name: <b>Baseline Systems, Inc</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | III-B                                                     | III-C1                                                    | III-C2                                                    | III-E                                                     | EISEP                                                       | CSE                                                            | CSI                                                       | WIN                                                       | OTHER                                                     | TOTAL                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------|-------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------|
| Contractor Code: 30011<br>E-Mail Address: <a href="mailto:jane_shayert@highlights.com">jane_shayert@highlights.com</a><br>MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), with this contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Contractor Type: For Profit<br>Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                        | \$ 0<br>Services to be provided: 9<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 400<br>Services to be provided: 1<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 400<br>Services to be provided: 1<br>(Must be completed)    |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                           |                                                           |                                                           |                                                           |                                                             |                                                                |                                                           |                                                           |                                                           |                                                                |
| Name: <b>Elizabeth Roma</b><br>Contractor Code: 30021<br>E-Mail Address: <a href="mailto:mweaney@evolveinc.org">mweaney@evolveinc.org</a><br>MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), with this contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Contractor Type: Not-For-Profit<br>Contract is: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | \$ 0<br>Services to be provided: 1<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)   | \$ 62,000<br>Services to be provided: 1<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 62,000<br>Services to be provided: 1<br>(Must be completed) |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                           |                                                           |                                                           |                                                           |                                                             |                                                                |                                                           |                                                           |                                                           |                                                                |

|               |           |            |             |           |            |            |      |            |            |              |
|---------------|-----------|------------|-------------|-----------|------------|------------|------|------------|------------|--------------|
| PAGE SUBTOTAL | \$ 0      | \$ 0       | \$ 0        | \$ 0      | \$ 400     | \$ 62,000  | \$ 0 | \$ 0       | \$ 0       | \$ 62,400    |
| GRAND TOTAL   | \$ 99,080 | \$ 311,687 | \$ 4,06,596 | \$ 76,314 | \$ 603,900 | \$ 533,000 | \$ 0 | \$ 448,023 | \$ 488,173 | \$ 2,766,773 |

Other Funding Source Codes

|                              |                           |                          |                   |                        |     |
|------------------------------|---------------------------|--------------------------|-------------------|------------------------|-----|
| 1) Title VII                 | 5) CSI                    | 9) State Respite Program | 13) County Funds  | 17) NY Connects        | 21) |
| 2) Title V                   | 6) State Caregivers (CRC) | 10) HHCAP                | 14) MIPPA         | 18) Direct Care Worker | 22) |
| 3) NY Connects Expansion/BIP | 7) State LTCP             | 11) NY Connects/ADRC     | 15) Medicaid      | 19) VA                 | 23) |
| 4) Title III-D               | 8) RSVF                   | 12) Transportation       | 16) BIP Caregiver | 20) Alzheimer's Grant  | 24) |

| Name: North Utica Senior Citizens Recreation Center, Inc                                                                                                                                         |          | Contract Code: 30845       |        | E-Mail Address: yvonne@nrcsnygrabcoc.com |                            | MWBE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |     | Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |       | Number of contracts, (State & Federal), with this contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                            | Contract Type: Not-Fox-Profit |          | Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |       | Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                            | RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |     | Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |     | TOTAL |                            |       |           |                            |       |           |                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------------------------|--------|------------------------------------------|----------------------------|---------------------------------------------------------------------------|-----|---------------------------------------------------------------------------------------|-------|-----------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------|----------|----------------------------------------------------------------------------------|-------|-----------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------|-----|---------------------------------------------------------------------------------|-----|-------|----------------------------|-------|-----------|----------------------------|-------|-----------|----------------------------|
| III-B                                                                                                                                                                                            | \$22,320 | Services to be provided: 1 | III-C1 | \$0                                      | Services to be provided: 0 | III-C2                                                                    | \$0 | Services to be provided: 0                                                            | III-D | \$0                                                                                                                               | Services to be provided: 0 | III-E                         | \$51,000 | Services to be provided: 1                                                       | EISEP | \$65,000                                                                    | Services to be provided: 4 | CSE                                                                     | \$0 | Services to be provided: 0                                                      | WIN | \$0   | Services to be provided: 0 | OTHER | \$132,410 | Services to be provided: 3 | TOTAL | \$260,730 | Services to be provided: 7 |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |          |                            |        |                                          |                            |                                                                           |     |                                                                                       |       |                                                                                                                                   |                            |                               |          |                                                                                  |       |                                                                             |                            |                                                                         |     |                                                                                 |     |       |                            |       |           |                            |       |           |                            |
| Name: Oneida County Office of Workforce Development                                                                                                                                              |          |                            |        |                                          |                            |                                                                           |     |                                                                                       |       |                                                                                                                                   |                            |                               |          |                                                                                  |       |                                                                             |                            |                                                                         |     |                                                                                 |     |       |                            |       |           |                            |       |           |                            |
| Contract Code: 30004                                                                                                                                                                             |          |                            |        |                                          |                            |                                                                           |     |                                                                                       |       |                                                                                                                                   |                            |                               |          |                                                                                  |       |                                                                             |                            |                                                                         |     |                                                                                 |     |       |                            |       |           |                            |       |           |                            |
| E-Mail Address: dmachi@ecogov.net                                                                                                                                                                |          |                            |        |                                          |                            |                                                                           |     |                                                                                       |       |                                                                                                                                   |                            |                               |          |                                                                                  |       |                                                                             |                            |                                                                         |     |                                                                                 |     |       |                            |       |           |                            |       |           |                            |
| MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                        |          |                            |        |                                          |                            |                                                                           |     |                                                                                       |       |                                                                                                                                   |                            |                               |          |                                                                                  |       |                                                                             |                            |                                                                         |     |                                                                                 |     |       |                            |       |           |                            |       |           |                            |
| Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                            |          |                            |        |                                          |                            |                                                                           |     |                                                                                       |       |                                                                                                                                   |                            |                               |          |                                                                                  |       |                                                                             |                            |                                                                         |     |                                                                                 |     |       |                            |       |           |                            |       |           |                            |
| Number of contracts, (State & Federal), with this contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                |          |                            |        |                                          |                            |                                                                           |     |                                                                                       |       |                                                                                                                                   |                            |                               |          |                                                                                  |       |                                                                             |                            |                                                                         |     |                                                                                 |     |       |                            |       |           |                            |       |           |                            |
| Contract Type: other Govt                                                                                                                                                                        |          |                            |        |                                          |                            |                                                                           |     |                                                                                       |       |                                                                                                                                   |                            |                               |          |                                                                                  |       |                                                                             |                            |                                                                         |     |                                                                                 |     |       |                            |       |           |                            |       |           |                            |
| Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                                                                                                 |          |                            |        |                                          |                            |                                                                           |     |                                                                                       |       |                                                                                                                                   |                            |                               |          |                                                                                  |       |                                                                             |                            |                                                                         |     |                                                                                 |     |       |                            |       |           |                            |       |           |                            |
| Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                      |          |                            |        |                                          |                            |                                                                           |     |                                                                                       |       |                                                                                                                                   |                            |                               |          |                                                                                  |       |                                                                             |                            |                                                                         |     |                                                                                 |     |       |                            |       |           |                            |       |           |                            |
| RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                          |          |                            |        |                                          |                            |                                                                           |     |                                                                                       |       |                                                                                                                                   |                            |                               |          |                                                                                  |       |                                                                             |                            |                                                                         |     |                                                                                 |     |       |                            |       |           |                            |       |           |                            |
| Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                  |          |                            |        |                                          |                            |                                                                           |     |                                                                                       |       |                                                                                                                                   |                            |                               |          |                                                                                  |       |                                                                             |                            |                                                                         |     |                                                                                 |     |       |                            |       |           |                            |       |           |                            |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |          |                            |        |                                          |                            |                                                                           |     |                                                                                       |       |                                                                                                                                   |                            |                               |          |                                                                                  |       |                                                                             |                            |                                                                         |     |                                                                                 |     |       |                            |       |           |                            |       |           |                            |
| III-B                                                                                                                                                                                            | \$0      | Services to be provided: 0 | III-C1 | \$0                                      | Services to be provided: 0 | III-C2                                                                    | \$0 | Services to be provided: 0                                                            | III-D | \$0                                                                                                                               | Services to be provided: 0 | III-E                         | \$0      | Services to be provided: 0                                                       | EISEP | \$0                                                                         | Services to be provided: 0 | CSE                                                                     | \$0 | Services to be provided: 0                                                      | WIN | \$0   | Services to be provided: 0 | OTHER | \$52,448  | Services to be provided: 1 | TOTAL | \$52,448  | Services to be provided: 1 |

|               |          |           |           |          |           |           |     |           |             |     |     |     |     |     |     |     |     |     |     |     |     |     |     |           |          |
|---------------|----------|-----------|-----------|----------|-----------|-----------|-----|-----------|-------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------|----------|
| PAGE SUBTOTAL | \$22,320 | \$0       | \$0       | \$51,000 | \$65,000  | \$0       | \$0 | \$0       | \$0         | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$184,858 | \$13,178 |
| GRAND TOTAL   | \$99,050 | \$311,687 | \$405,596 | \$76,314 | \$603,900 | \$333,000 | \$0 | \$448,173 | \$2,766,713 |     |     |     |     |     |     |     |     |     |     |     |     |     |     |           |          |

Other Funding Source Codes

|                             |                           |                          |                   |                        |     |
|-----------------------------|---------------------------|--------------------------|-------------------|------------------------|-----|
| 1) Title VII                | 5) CSI                    | 9) State Respite Program | 13) County Funds  | 17) NY Conneds         | 21) |
| 2) Title V                  | 6) State Caregivers (CRC) | 10) HICAP                | 14) MIPPA         | 18) Direct Care Worker | 22) |
| 3) NY Conneds Expansion/BIP | 7) State LTCOP            | 11) NY Conneds/ADRC      | 15) Medicaid      | 19) VA                 | 23) |
| 4) Title III-D              | 8) RSVP                   | 12) Transportation       | 16) BIP Caregiver | 20) Alzheimer's Grant  | 24) |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                        |                                                                        |                                                                        |                                                                    |                                                                       |                                                                    |                                                                      |                                                                  |                                                                  |                                                                        |                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------|--------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------------------------|----------------------------------------------------------------------|------------------------------------------------------------------|------------------------------------------------------------------|------------------------------------------------------------------------|------------------------------------------------------------------------|
| Name: Presbyterian Home<br>Contractor Code: 30030<br>E-Mail Address: kwaltose@presbyterianhome.org<br>MWBE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), with this contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Contractor Type: Not-For-Profit<br>Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  | III-B<br>\$32,750<br>Services to be provided: 4<br>(Must be completed) | III-C1<br>\$1,000<br>Services to be provided: 1<br>(Must be completed) | III-C2<br>\$1,000<br>Services to be provided: 1<br>(Must be completed) | III-D<br>\$ 0<br>Services to be provided: 0<br>(Must be completed) | III-E<br>\$2,750<br>Services to be provided: 1<br>(Must be completed) | EISEP<br>\$ 0<br>Services to be provided: 0<br>(Must be completed) | CSE<br>\$11,500<br>Services to be provided: 2<br>(Must be completed) | CSI<br>\$ 0<br>Services to be provided: 0<br>(Must be completed) | WIN<br>\$ 0<br>Services to be provided: 0<br>(Must be completed) | OTHER<br>\$23,000<br>Services to be provided: 0<br>(Must be completed) | TOTAL<br>\$79,000<br>Services to be provided: 3<br>(Must be completed) |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                                        |                                                                        |                                                                        |                                                                    |                                                                       |                                                                    |                                                                      |                                                                  |                                                                  |                                                                        |                                                                        |
| Name: Presbyterian Home<br>Contractor Code: 30099<br>E-Mail Address: edwards@presbyterianhome.com<br>MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), with this contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Contractor Type: Not-For-Profit<br>Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |  | III-B<br>\$ 0<br>Services to be provided: 0<br>(Must be completed)     | III-C1<br>\$ 0<br>Services to be provided: 1<br>(Must be completed)    | III-C2<br>\$ 0<br>Services to be provided: 0<br>(Must be completed)    | III-D<br>\$ 0<br>Services to be provided: 0<br>(Must be completed) | III-E<br>\$ 0<br>Services to be provided: 0<br>(Must be completed)    | EISEP<br>\$ 0<br>Services to be provided: 0<br>(Must be completed) | CSE<br>\$79,500<br>Services to be provided: 1<br>(Must be completed) | CSI<br>\$ 0<br>Services to be provided: 0<br>(Must be completed) | WIN<br>\$ 0<br>Services to be provided: 0<br>(Must be completed) | OTHER<br>\$ 0<br>Services to be provided: 0<br>(Must be completed)     | TOTAL<br>\$79,500<br>Services to be provided: 1<br>(Must be completed) |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                                        |                                                                        |                                                                        |                                                                    |                                                                       |                                                                    |                                                                      |                                                                  |                                                                  |                                                                        |                                                                        |

|               |          |           |           |      |          |      |           |      |           |           |             |
|---------------|----------|-----------|-----------|------|----------|------|-----------|------|-----------|-----------|-------------|
| PAGE SUBTOTAL | \$32,750 | \$1,000   | \$1,000   | \$ 0 | \$2,750  | \$ 0 | \$91,000  | \$ 0 | \$ 0      | \$23,000  | \$151,500   |
| GRAND TOTAL   | \$69,080 | \$311,687 | \$406,686 | \$ 0 | \$76,314 | \$ 0 | \$333,000 | \$ 0 | \$448,023 | \$488,173 | \$2,766,773 |

Other Funding Source Codes

|                              |                           |                          |                   |                        |     |
|------------------------------|---------------------------|--------------------------|-------------------|------------------------|-----|
| 1) Title VII                 | 5) CSI                    | 9) State Respite Program | 13) County Funds  | 17) NY Connects        | 21) |
| 2) Title V                   | 6) State Caregivers (CRC) | 10) HICAP                | 14) MIPPA         | 18) Direct Care Worker | 22) |
| 3) NY Connects Expansion/BIP | 7) State LTCOP            | 11) NY Connects/ADRC     | 15) Medicaid      | 19) VA                 | 23) |
| 4) Title III-D               | 8) RSPV                   | 12) Transportation       | 16) BIP Caregiver | 20) Alzheimer's Grant  | 24) |

AAA: Oneida  
 Period: 4/1/17 to 3/31/18  
 Original Date Submitted: 02/10/2017  
 Date Revised: 03/02/2017  
 Date Last Saved: 02/28/2017 Last Saved By: Susie Perritano

| Name: Resource Center for Independent Living                                                                                                                                                     |                                                                        | III-B                                             | III-C1                                            | III-C2                                            | III-D                                             | III-E                                             | EISEP                                             | CSE                                               | CSI                                               | WIN                                               | OTHER                                             | TOTAL                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|
| Contractor Code: 39013                                                                                                                                                                           | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | \$ 0                                              | \$ 0                                              | \$ 0                                              | \$ 0                                              | \$ 1,500                                          | \$ 0                                              | \$ 108,500                                        | \$ 0                                              | \$ 0                                              | \$ 0                                              | \$ 110,000                                        |
| E-Mail Address: rmcconrad@rcil.com                                                                                                                                                               | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | Services to be provided: 0<br>(Must be completed) | Services to be provided: 0<br>(Must be completed) | Services to be provided: 0<br>(Must be completed) | Services to be provided: 0<br>(Must be completed) | Services to be provided: 1<br>(Must be completed) | Services to be provided: 0<br>(Must be completed) | Services to be provided: 1<br>(Must be completed) | Services to be provided: 0<br>(Must be completed) | Services to be provided: 0<br>(Must be completed) | Services to be provided: 0<br>(Must be completed) | Services to be provided: 2<br>(Must be completed) |
| Rural Contractor:                                                                                                                                                                                | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
| Number of contracts, (State & Federal), with this contractor:                                                                                                                                    | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
| Contract Type: Not-For-Profit                                                                                                                                                                    | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
| Contract is:                                                                                                                                                                                     | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
| Active:                                                                                                                                                                                          | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
| New:                                                                                                                                                                                             | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
| RD:                                                                                                                                                                                              | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
| Consultant:                                                                                                                                                                                      | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                                                                        |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
| Name: Response 4 Help                                                                                                                                                                            |                                                                        | III-B                                             | III-C1                                            | III-C2                                            | III-D                                             | III-E                                             | EISEP                                             | CSE                                               | CSI                                               | WIN                                               | OTHER                                             | TOTAL                                             |
| Contractor Code: 30059                                                                                                                                                                           | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | \$ 0                                              | \$ 0                                              | \$ 0                                              | \$ 0                                              | \$ 900                                            | \$ 44,500                                         | \$ 0                                              | \$ 0                                              | \$ 0                                              | \$ 0                                              | \$ 45,400                                         |
| E-Mail Address: info@response4help.com                                                                                                                                                           | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | Services to be provided: 0<br>(Must be completed) | Services to be provided: 0<br>(Must be completed) | Services to be provided: 0<br>(Must be completed) | Services to be provided: 0<br>(Must be completed) | Services to be provided: 1<br>(Must be completed) | Services to be provided: 1<br>(Must be completed) | Services to be provided: 0<br>(Must be completed) | Services to be provided: 0<br>(Must be completed) | Services to be provided: 0<br>(Must be completed) | Services to be provided: 0<br>(Must be completed) | Services to be provided: 2<br>(Must be completed) |
| Rural Contractor:                                                                                                                                                                                | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
| Number of contracts, (State & Federal), with this contractor:                                                                                                                                    | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
| Contract Type: For Profit                                                                                                                                                                        | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
| Contract is:                                                                                                                                                                                     | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
| Active:                                                                                                                                                                                          | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
| New:                                                                                                                                                                                             | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
| RD:                                                                                                                                                                                              | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
| Consultant:                                                                                                                                                                                      | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                                                                        |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |                                                   |

|               |           |            |            |      |      |           |            |            |      |            |            |              |
|---------------|-----------|------------|------------|------|------|-----------|------------|------------|------|------------|------------|--------------|
| RAGE SUBTOTAL | \$ 0      | \$ 0       | \$ 0       | \$ 0 | \$ 0 | \$ 2,400  | \$ 44,500  | \$ 108,500 | \$ 0 | \$ 0       | \$ 0       | \$ 155,400   |
| GRAND TOTAL   | \$ 92,080 | \$ 311,667 | \$ 406,596 | \$ 0 | \$ 0 | \$ 76,314 | \$ 603,900 | \$ 333,000 | \$ 0 | \$ 448,023 | \$ 488,173 | \$ 2,766,773 |

Other Funding Source Codes

|                              |                           |                          |                   |                        |     |
|------------------------------|---------------------------|--------------------------|-------------------|------------------------|-----|
| 1) Title VII                 | 5) CSI                    | 9) State Respite Program | 13) County Funds  | 17) NY Connects        | 21) |
| 2) Title V                   | 6) State Caregivers (CRC) | 10) HICAP                | 14) MIPPA         | 18) Direct Care Worker | 22) |
| 3) NY Connects Expansion/BIP | 7) State LTCOP            | 11) NY Connects/ADRC     | 15) Medicaid      | 19) VA                 | 23) |
| 4) Title III-D               | 8) RSVP                   | 12) Transportation       | 16) BIP Caregiver | 20) Alzheimer's Grant  | 24) |



| Name: unity services group, inc                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | III-B                                                     | III-C1                                                         | III-C2                                                         | III-D                                                     | III-E                                                         | EISEP                                                     | CSE                                                            | CSI                                                       | WIN                                                       | OTHER                                                          | TOTAL                                                          |                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------|------------------------------------------------------------------|
| Contractor Code: 30078<br>E-Mail Address: christian.mak@unityservicesgroup.com<br>MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), with this contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Contractor Type: For Profit<br>Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    |  | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$301,313<br>Services to be provided: 1<br>(Must be completed) | \$395,136<br>Services to be provided: 1<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$16,464<br>Services to be provided: 1<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$437,369<br>Services to be provided: 1<br>(Must be completed) | \$280,315<br>Services to be provided: 0<br>(Must be completed) | \$1,430,697<br>Services to be provided: 6<br>(Must be completed) |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                           |                                                                |                                                                |                                                           |                                                               |                                                           |                                                                |                                                           |                                                           |                                                                |                                                                |                                                                  |
| Name: U. S. Care<br>Contractor Code: 30066<br>E-Mail Address: cemaaron@uscare.org<br>MWBE: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Rural Contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Number of contracts, (State & Federal), with this contractor: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Contractor Type: For Profit<br>Contract is: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No<br>Active: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>New: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>RD: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>Consultant: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |  | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$2,300<br>Services to be provided: 1<br>(Must be completed)  | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$236,000<br>Services to be provided: 2<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed) | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$ 0<br>Services to be provided: 0<br>(Must be completed)      | \$236,000<br>Services to be provided: 3<br>(Must be completed)   |
| Will this contractor subcontract, subgrant or enter into an MOU with any other entity to provide direct services to clients? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                           |                                                                |                                                                |                                                           |                                                               |                                                           |                                                                |                                                           |                                                           |                                                                |                                                                |                                                                  |

|               |         |           |           |      |          |      |           |           |      |           |           |             |
|---------------|---------|-----------|-----------|------|----------|------|-----------|-----------|------|-----------|-----------|-------------|
| PAGE SUBTOTAL | \$ 0    | \$301,313 | \$395,136 | \$ 0 | \$18,764 | \$ 0 | \$236,000 | \$ 0      | \$ 0 | \$437,369 | \$280,315 | \$1,688,897 |
| GRAND TOTAL   | \$9,080 | \$311,687 | \$406,896 | \$ 0 | \$76,314 | \$ 0 | \$603,900 | \$333,000 | \$ 0 | \$449,023 | \$488,173 | \$2,766,773 |

Other Funding Source Codes

|                               |                           |                          |                    |                        |     |
|-------------------------------|---------------------------|--------------------------|--------------------|------------------------|-----|
| 1) Title VII                  | 5) CSI                    | 9) State Respite Program | 13) County Funds   | 17) NY Connects        | 21) |
| 2) Title V                    | 6) State Caregivers (CRC) | 10) HICAP                | 14) MIPPA          | 18) Direct Care Worker | 22) |
| 3) NY Connects Expansion/BIIP | 7) State LICOP            | 11) NY Connects/ADRC     | 15) Medicaid       | 19) VA                 | 23) |
| 4) Title III-D                | 8) RSVP                   | 12) Transportation       | 16) BIIP Caregiver | 20) Alzheimer's Grant  | 24) |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Instructions**

This form must be completed for all new or existing contracts with for-profit entities.  
Please see 16 PI XX for further instructions with regard to completing this form.

**Section 1**

|                                                                        |                                                                                                     |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| NYSOFA Contractor Code: 30001<br>Number of contracts with this entity: | New Contract [ <input type="checkbox"/> ] Existing Contract [ <input checked="" type="checkbox"/> ] |
| Name of AAA:<br>Oneida - 30                                            | AAA Contract Person:<br>Jillian Christian                                                           |
| Contractor Name:<br>Caregivers dba Homemakers                          | Date:<br>02/28/2017                                                                                 |
| Services to be Provided: EISEP PCA1: PCA2                              | Employer ID:<br>16-1000106                                                                          |
| Contract Period:<br>04/01/2017 - 03/31/2018                            | Contract Total:<br>\$117,700.00                                                                     |

**Section 2**

|                                        |  |
|----------------------------------------|--|
| <b>Contractor Contract Information</b> |  |
| Business Address: 111 E Chestnut St    |  |
| City: Rome State: NY Zip: 13440        |  |
| Mailing Address: 111 E Chestnut St     |  |
| City: Rome State: NY Zip: 13440        |  |
| Attention: Phone #: 315-797-7050 Fax#  |  |



**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Instructions**

This form must be completed for all new or existing contracts with for-profit entities.  
Please see 16 PI XX for further instructions with regard to completing this form.

**Section 1**

|                                                                        |                                                                 |
|------------------------------------------------------------------------|-----------------------------------------------------------------|
| NYSOFA Contractor Code: 30002<br>Number of contracts with this entity: | New Contract [ <input type="checkbox"/> ] Existing Contract [X] |
| Name of AAA:<br>Oneida - 30.                                           | AAA Contract Person:<br>Jillian Christian                       |
| Contractor Name:<br>Family Home Care                                   | Date:<br>02/28/2017                                             |
| Services to be Provided: EISEP PCA1 and PCA2                           | Employer ID:<br>16-1389465                                      |
| Contract Period:<br>04/01/2017 - 03/31/2018                            | Contract Total:<br>\$102,200.00                                 |

**Section 2**

|                                        |                             |
|----------------------------------------|-----------------------------|
| <b>Contractor Contract Information</b> |                             |
| Business Address: 519 N Madison St     |                             |
| City: Rome                             | State: NY Zip: 13550        |
| Mailing Address: 519 N Madison St      |                             |
| City: Rome                             | State: NY Zip: 13550        |
| Attention:                             | Phone #: 315-336-3920 Fax # |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Section 3**

|                                                                                                                                                                                                                |                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area?<br>If no, please provide an explanation: | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA?<br>If no, please provide an explanation:                                                  | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| This contract is consistent with the objective of serving the needs of older individuals?<br>If no, please provide an explanation:                                                                             | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| This contract contains appropriate targeting and language accessibility provisions?<br>If no, please provide an explanation:                                                                                   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| AAA has retained "program design authority"?<br>If no, please provide an explanation:                                                                                                                          | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

**Section 4**

|                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Certification</b>                                                                                                                                                                                                  |
| <input checked="" type="checkbox"/> By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act. |
| Name: _____ Title: _____ Date: _____                                                                                                                                                                                  |

|                                      |
|--------------------------------------|
| <i>For Office Use Only:</i>          |
| Form reviewed by: _____ Title: _____ |
| Date Reviewed: _____                 |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Instructions**

This form must be completed for all new or existing contracts with for-profit entities.  
Please see 16 PI XX for further instructions with regard to completing this form.

**Section 1**

|                                                                        |                                           |
|------------------------------------------------------------------------|-------------------------------------------|
| NYSOFA Contractor Code: 30006<br>Number of contracts with this entity: | New Contract [ ] Existing Contract [X]    |
| Name of AAA:<br>Oneida - 30                                            | AAA Contract Person:<br>Jillian Christian |
| Contractor Name:<br>U.S. Care.                                         | Date:<br>02/28/2017                       |
| Services to be Provided: PCA 1 and PCA 2                               | Employer ID:<br>16-1250363                |
| Contract Period:<br>04/01/2017 - 03/31/2018                            | Contract Total:<br>\$238,300.00           |

**Section 2**

|                                                            |  |
|------------------------------------------------------------|--|
| <b>Contractor Contract Information</b>                     |  |
| Business Address: 2614 Genesee Street                      |  |
| City: utica State: NY Zip: 13502                           |  |
| Mailing Address: 2614 Genesee Street                       |  |
| City: utica State: NY Zip: 13502                           |  |
| Attention: christopher Emerson Phone #: 315-793-0090 Fax # |  |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Section 3**

|                                                                                                                                                                                                                |                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area?<br>If no, please provide an explanation: | Yes [X] No [ ] |
| This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA?<br>If no, please provide an explanation:                                                  | Yes [X] No [ ] |
| This contract is consistent with the objective of serving the needs of older individuals?<br>If no, please provide an explanation:                                                                             | Yes [X] No [ ] |
| This contract contains appropriate targeting and language accessibility provisions?<br>If no, please provide an explanation:                                                                                   | Yes [X] No [ ] |
| AAA has retained "program design authority"?<br>If no, please provide an explanation:                                                                                                                          | Yes [X] No [ ] |

**Section 4**

|                                                                                                                                                                                       |                               |                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------|
| <b>Certification</b>                                                                                                                                                                  |                               |                  |
| [ ] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act. |                               |                  |
| Name: Susan M. Perriano                                                                                                                                                               | Title: Administrative Officer | Date: 01/25/2017 |

|                             |              |
|-----------------------------|--------------|
| <i>For Office Use Only:</i> |              |
| Form reviewed by: _____     | Title: _____ |
| Date Reviewed: _____        |              |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Instructions**

This form must be completed for all new or existing contracts with for-profit entities.  
Please see 16 Pl XX for further instructions with regard to completing this form.

**Section 1**

|                                                                        |                                                                                                     |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| NYSOFA Contractor Code: 30031<br>Number of contracts with this entity: | New Contract [ <input type="checkbox"/> ] Existing Contract [ <input checked="" type="checkbox"/> ] |
| Name of AAA:<br>Oneida - 30                                            | AAA Contract Person:<br>Jillian Christian                                                           |
| Contractor Name:<br>Lifeline Systems, Inc                              | Date:<br>02/28/2017                                                                                 |
| Services to be Provided: Pers buttons, bracelets                       | Employer ID:<br>04-2537528                                                                          |
| Contract Period:<br>04/01/2017 - 03/31/2018                            | Contract Total:<br>\$ 400.00                                                                        |

**Section 2**

|                                          |  |
|------------------------------------------|--|
| <b>Contractor Contract Information</b>   |  |
| Business Address: 111 Lawrence St MS 21  |  |
| City: Framingham State: MA Zip: 01702    |  |
| Mailing Address: 111 Lawrence St MS 21   |  |
| City: Framingham State: MA Zip: 01702    |  |
| Attention: Phone #: 1-855-332-7799 Fax # |  |



**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Section 3**

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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area?<br>If no, please provide an explanation: | Yes [X] No [ ] |
| This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA?<br>If no, please provide an explanation:                                                  | Yes [X] No [ ] |
| This contract is consistent with the objective of serving the needs of older individuals?<br>If no, please provide an explanation:                                                                             | Yes [X] No [ ] |
| This contract contains appropriate targeting and language accessibility provisions?<br>If no, please provide an explanation:                                                                                   | Yes [X] No [ ] |
| AAA has retained "program design authority"?<br>If no, please provide an explanation:                                                                                                                          | Yes [X] No [ ] |

**Section 4**

|                                                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Certification</b>                                                                                                                                                                  |
| [X] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act. |
| Name: Susan M. Perrotano Title: Administrative Officer Date: 01/25/2017                                                                                                               |

|                                      |
|--------------------------------------|
| <i>For Office Use Only:</i>          |
| Form reviewed by: _____ Title: _____ |
| Date Reviewed: _____                 |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Instructions**

This form must be completed for all new or existing contracts with for-profit entities.  
Please see 16 PI XX for further instructions with regard to completing this form.

**Section 1**

|                                                                                         |                                                                  |
|-----------------------------------------------------------------------------------------|------------------------------------------------------------------|
| NYSOFA Contractor Code: 30033<br>Number of contracts with this entity:                  | New Contract [ <input type="checkbox"/> ] Existing Contract [X ] |
| Name of AAA:<br>Oneida - 30                                                             | AAA Contract Person:<br>Jillian Christian                        |
| Contractor Name:<br>Dazman, Pamela G. RD/MPS                                            | Date:<br>02/28/2017                                              |
| Services to be Provided: RD Consultant, Nutrition Education and<br>Nutrition Counseling | Employer ID:<br>05-3487740                                       |
| Contract Period:<br>01/01/2017 - 12/31/2017                                             | Contract Total:<br>\$30,488.00                                   |

**Section 2**

|                                   |           |            |
|-----------------------------------|-----------|------------|
| Contractor Contract Information   |           |            |
| Business Address: 124 Colonial Dr |           |            |
| City: New Hartford                | State: NY | Zip: 13413 |
| Mailing Address: 124 Colonial Dr  |           |            |
| City: New Hartford                | State: NY | Zip: 13413 |
| Attention:                        | Phone #:  | Fax #      |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Section 3**

|                                                                                                                                                                                                                |                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area?<br>If no, please provide an explanation: | Yes [ X ]    No [   ] |
| This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA?<br>If no, please provide an explanation:                                                  | Yes [ X ]    No [   ] |
| This contract is consistent with the objective of serving the needs of older individuals?<br>If no, please provide an explanation:                                                                             | Yes [ X ]    No [   ] |
| This contract contains appropriate targeting and language accessibility provisions?<br>If no, please provide an explanation:                                                                                   | Yes [ X ]    No [   ] |
| AAA has retained "program design authority"?<br>If no, please provide an explanation:                                                                                                                          | Yes [ X ]    No [   ] |

**Section 4**

|                                                                                                                                                                                         |                 |                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|
| <b>Certification</b>                                                                                                                                                                    |                 |                  |
| [ X ] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act. |                 |                  |
| Name: Michael J. Romano                                                                                                                                                                 | Title: Director | Date: 01/25/2017 |

|                                      |
|--------------------------------------|
| <i>For Office Use Only:</i>          |
| Form reviewed by: _____ Title: _____ |
| Date Reviewed: _____                 |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Instructions**

This form must be completed for all new or existing contracts with for-profit entities.  
Please see 16 PI XX for further instructions with regard to completing this form.

**Section 1**

|                                                                        |                                                                 |
|------------------------------------------------------------------------|-----------------------------------------------------------------|
| NYSOFA Contractor Code: 30051<br>Number of contracts with this entity: | New Contract [ <input type="checkbox"/> ] Existing Contract [X] |
| Name of AAA:<br>Oneida - 30                                            | AAA Contract Person:<br>Jillain Christian                       |
| Contractor Name:<br>Giruzzi, Joseph, Esq.                              | Date:<br>02/28/2017                                             |
| Services to be Provided: legal Services                                | Employer ID:<br>16-1560038                                      |
| Contract Period:<br>01/01/2017 - 12/31/2017                            | Contract Total:<br>\$12,500.00                                  |

**Section 2**

|                                                                    |  |
|--------------------------------------------------------------------|--|
| <b>Contractor Contract Information</b>                             |  |
| Business Address: 301 Bleecker St                                  |  |
| City: utica State: NY Zip: 13501                                   |  |
| Mailing Address: 301 Bleecker St                                   |  |
| City: utica State: NY Zip: 13501                                   |  |
| Attention: Joseph Giruzzi Phone #: 315-733-0471 Fax # 315-724-8509 |  |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Section 3**

|                                                                                                                                                                                                                |                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area?<br>If no, please provide an explanation: | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA?<br>If no, please provide an explanation:                                                  | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| This contract is consistent with the objective of serving the needs of older individuals?<br>If no, please provide an explanation:                                                                             | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| This contract contains appropriate targeting and language accessibility provisions?<br>If no, please provide an explanation:                                                                                   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| AAA has retained "program design authority"?<br>If no, please provide an explanation:                                                                                                                          | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

**Section 4**

|                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Certification</b>                                                                                                                                                                                                  |
| <input checked="" type="checkbox"/> By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act. |
| Name: Susan M. Perrotano Title: Administrative Officer Date: 01/25/2017                                                                                                                                               |

|                                      |
|--------------------------------------|
| <i>For Office Use Only:</i>          |
| Form reviewed by: _____ Title: _____ |
| Date Reviewed: _____                 |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Instructions**

This form must be completed for all new or existing contracts with for-profit entities.  
Please see 16 PI XX for further instructions with regard to completing this form.

**Section 1**

|                                                                        |                                           |
|------------------------------------------------------------------------|-------------------------------------------|
| NYSOFA Contractor Code: 30052<br>Number of contracts with this entity: | New Contract [ ] Existing Contract [X]    |
| Name of AAA:<br>Oneida - 30:                                           | AAA Contract Person:<br>Jillian Christian |
| Contractor Name:<br>American Medical Alert d/b/a Tunstall Americas     | Date:<br>02/28/2017                       |
| Services to be Provided: PERS                                          | Employer ID:<br>16-1250970                |
| Contract Period:<br>04/01/2017 - 03/31/2018                            | Contract Total:<br>\$48,500.00            |

**Section 2**

|                                                  |
|--------------------------------------------------|
| <b>Contractor Contract Information</b>           |
| Business Address: 610 French Rd                  |
| City: New Hartford State: NY Zip: 13413          |
| Mailing Address: 36-36 33rd Street,<br>Suite 103 |
| City: Long Island City State: NY Zip: 11106      |
| Attention: Phone #: 1-800-287-0891 Fax #         |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Section 3**

|                                                                                                                                                                                                                |                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area?<br>If no, please provide an explanation: | Yes [ X ]    No [   ] |
| This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA?<br>If no, please provide an explanation:                                                  | Yes [ X ]    No [   ] |
| This contract is consistent with the objective of serving the needs of older individuals?<br>If no, please provide an explanation:                                                                             | Yes [ X ]    No [   ] |
| This contract contains appropriate targeting and language accessibility provisions?<br>If no, please provide an explanation:                                                                                   | Yes [ X ]    No [   ] |
| AAA has retained "program design authority"?<br>If no, please provide an explanation:                                                                                                                          | Yes [ X ]    No [   ] |

**Section 4**

|                                                                                                                                                                                         |                 |                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|
| <b>Certification</b>                                                                                                                                                                    |                 |                  |
| [ X ] By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act. |                 |                  |
| Name: Michael J. Romano                                                                                                                                                                 | Title: Director | Date: 01/25/2017 |

|                                      |
|--------------------------------------|
| <i>For Office Use Only:</i>          |
| Form reviewed by: _____ Title: _____ |
| Date Reviewed: _____                 |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Instructions**

This form must be completed for all new or existing contracts with for-profit entities.  
Please see 16 PI XX for further instructions with regard to completing this form.

**Section 1**

|                                                                        |                                                                  |
|------------------------------------------------------------------------|------------------------------------------------------------------|
| NYSOFA Contractor Code: 30059<br>Number of contracts with this entity: | New Contract [ <input type="checkbox"/> ] Existing Contract [X ] |
| Name of AAA:<br>oneida - 30                                            | AAA Contract Person:<br>Jillian Christian                        |
| Contractor Name:<br>Response 4 Help                                    | Date:<br>02/28/2017                                              |
| Services to be Provided: Pers Buttons, bracelets                       | Employer ID:<br>26-1206300                                       |
| Contract Period:<br>04/01/2017 - 03/31/2018                            | Contract Total:<br>\$45,400.00                                   |

**Section 2**

|                                          |
|------------------------------------------|
| Contractor Contract Information          |
| Business Address: 120 Oswego Street      |
| City: Baldwinsville State: NY Zip: 13027 |
| Mailing Address: 120 Oswego Street       |
| City: Baldwinsville State: NY Zip: 13027 |
| Attention: Phone #: 315-857-8939 Fax #   |



**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Section 3**

|                                                                                                                                                                                                                |                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area?<br>If no, please provide an explanation: | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA?<br>If no, please provide an explanation:                                                  | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| This contract is consistent with the objective of serving the needs of older individuals?<br>If no, please provide an explanation:                                                                             | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| This contract contains appropriate targeting and language accessibility provisions?<br>If no, please provide an explanation:                                                                                   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| AAA has retained "program design authority"?<br>If no, please provide an explanation:                                                                                                                          | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

**Section 4**

|                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Certification</b>                                                                                                                                                                                                  |
| <input checked="" type="checkbox"/> By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act. |
| Name: Susan N. Perritano Title: Administrative Officer Date: 01/25/2017                                                                                                                                               |

|                                      |
|--------------------------------------|
| <i>For Office Use Only:</i>          |
| Form reviewed by: _____ Title: _____ |
| Date Reviewed: _____                 |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Instructions**

This form must be completed for all new or existing contracts with for-profit entities.  
Please see 18 PI XX for further instructions with regard to completing this form.

**Section 1**

|                                                                                     |                                                                                                     |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| NYSOFA Contractor Code: 30069<br>Number of contracts with this entity:              | New Contract [ <input type="checkbox"/> ] Existing Contract [ <input checked="" type="checkbox"/> ] |
| Name of AAA:<br>Oneida - 30                                                         | AAA Contract Person:<br>Jillian Christian                                                           |
| Contractor Name:<br>Bishop, Kathleen                                                | Date:<br>02/28/2017                                                                                 |
| Services to be Provided: outreach; Consulting; Grant Writing;<br>Caregiver Articles | Employer ID:<br>06-9042015                                                                          |
| Contract Period:<br>01/01/2017 - 12/31/2017                                         | Contract Total:<br>\$17,010.00                                                                      |

**Section 2**

|                                               |
|-----------------------------------------------|
| <b>Contractor Contract Information</b>        |
| Business Address: 6054 Stokes Lee Center Road |
| City: Lee Center State: NY Zip: 13363         |
| Mailing Address: 6054 Stokes Lee Center Road  |
| City: Lee Center State: NY Zip: 13363         |
| Attention: Phone #: Fax #                     |



**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Instructions**

This form must be completed for all new or existing contracts with for-profit entities, Please see 16 PI XX for further instructions with regard to completing this form.

**Section 1**

|                                                                        |                                                                                                     |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| NYSOFA Contractor Code: 30076<br>Number of contracts with this entity: | New Contract [ <input type="checkbox"/> ] Existing Contract [ <input checked="" type="checkbox"/> ] |
| Name of AAA:<br>Oneida - 30                                            | AAA Contract Person:<br>Jillian Christian                                                           |
| Contractor Name:<br>Kontewicz--Everett, Susan                          | Date:<br>02/28/2017                                                                                 |
| Services to be Provided: Mental Health Evaluation                      | Employer ID:<br>46-6025254                                                                          |
| Contract Period:<br>01/01/2017 - 12/31/2017                            | Contract Total:<br>\$2,000.00                                                                       |

**Section 2**

|                                        |           |            |
|----------------------------------------|-----------|------------|
| <b>Contractor Contract Information</b> |           |            |
| Business Address: 7806 College Hill Rd |           |            |
| City: Clinton                          | State: NY | Zip: 13323 |
| Mailing Address: 7806 College Hill Rd  |           |            |
| City: Clinton                          | State: NY | Zip: 13323 |
| Attention:                             | Phone #:  | Fax #      |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Section 3**

|                                                                                                                                                                                                                |                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area?<br>If no, please provide an explanation: | Yes [X] No [ ] |
| This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA?<br>If no, please provide an explanation:                                                  | Yes [X] No [ ] |
| This contract is consistent with the objective of serving the needs of older individuals?<br>If no, please provide an explanation:                                                                             | Yes [X] No [ ] |
| This contract contains appropriate targeting and language accessibility provisions?<br>If no, please provide an explanation:                                                                                   | Yes [X] No [ ] |
| AAA has retained "program design authority"?<br>If no, please provide an explanation:                                                                                                                          | Yes [X] No [ ] |

**Section 4**

|                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Certification</b>                                                                                                                                                                                       |
| <input type="checkbox"/> By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6652.10 and Section 212 of the Older Americans Act. |
| Name: Susan M. Ferritano Title: Administrative Officer Date: 01/25/2017                                                                                                                                    |

|                                      |
|--------------------------------------|
| <i>For Office Use Only:</i>          |
| Form reviewed by: _____ Title: _____ |
| Date Reviewed: _____                 |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Instructions**

This form must be completed for all new or existing contracts with for-profit entities.  
Please see 16 PI XX for further instructions with regard to completing this form.

**Section 1**

|                                                                        |                                                                 |
|------------------------------------------------------------------------|-----------------------------------------------------------------|
| NYSOFA Contractor Code: 30078<br>Number of contracts with this entity: | New Contract [ <input type="checkbox"/> ] Existing Contract [X] |
| Name of AAA:<br>Oneida - 30                                            | AAA Contract Person:                                            |
| Contractor Name:<br>Trinity Services Group, Inc.                       | Date:<br>02/28/2017                                             |
| Services to be Provided: Congregate Meals, Home Delivered Meals        | Employer ID:<br>59-3026703                                      |
| Contract Period:<br>01/01/2017 - 12/31/2017                            | Contract Total:<br>\$1,430,597.00                               |

**Section 2**

|                                        |                      |
|----------------------------------------|----------------------|
| Contractor Contract Information        |                      |
| Business Address: 477 Commerce Blvd    |                      |
| City: Oldsmar                          | State: FL Zip: 34677 |
| Mailing Address:                       |                      |
| City: State: Zip:                      |                      |
| Attention: Phone #: 813-854-4264 Fax # |                      |

**CERTIFICATION FORM - AAA CONTRACT/AGREEMENT WITH FOR-PROFIT ENTITY**

**Section 3**

|                                                                                                                                                                                                                |                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Rates for contracted services will be provided at the "prevailing market rate" (Fair Market Rate) for provision of such services in the relevant AAA geographic area?<br>If no, please provide an explanation: | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| This contract will continue the same level or increase the level of quality/quantity of services offered by the AAA?<br>If no, please provide an explanation:                                                  | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| This contract is consistent with the objective of serving the needs of older individuals?<br>If no, please provide an explanation:                                                                             | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| This contract contains appropriate targeting and language accessibility provisions?<br>If no, please provide an explanation:                                                                                   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| AAA has retained "program design authority"?<br>If no, please provide an explanation:                                                                                                                          | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

**Section 4**

|                                                                                                                                                                                                                       |                               |                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------|
| <b>Certification</b>                                                                                                                                                                                                  |                               |                  |
| <input checked="" type="checkbox"/> By checking this box, the AAA certifies that this contract with a for-profit entity complies with the requirements of 9 NYCRR 6662.10 and Section 212 of the Older Americans Act. |                               |                  |
| Name: Susan M. Perritano                                                                                                                                                                                              | Title: Administrative Officer | Date: 01/25/2017 |

|                                      |
|--------------------------------------|
| <i>For Office Use Only:</i>          |
| Form reviewed by: _____ Title: _____ |
| Date Reviewed: _____                 |

**ATTACHMENT CHECK LIST**

Check  attachments included with this Annual Update.

Forms are provided for Attachments B, C, D, E, and F

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

**ATTACHMENT A:** Standard Assurances - The AAA Director has reviewed the Standard Assurances.

Note: The general certification and approval for the Standard Assurances is included on the **PLAN REVIEW AND APPROVAL** page.

**ATTACHMENT B:** Priority Services Expenditure Report

This report must be completed and returned by each AAA.

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

This report must be completed and returned by each AAA.

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

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

**ATTACHMENT F:** Volunteers Used as Match.

4/01/17 - 3/31/18



**ATTACHMENT B**

**PRIORITY SERVICES EXPENDITURE REPORT**

Instructions: Using actual expenditures for the period, October 1, 2015- September 30, 2016, submit this completed and certified report with the 2017-18 Annual Update. Area Agencies may use their CAARS reports to assist with completing this page.

Since AAA CAARS reports are completed on an accrual basis, they may not reflect the actual expenditures incurred during the most recent federal fiscal year. If the Attachment B expenditure report indicates that the AAA has not complied with the minimum required Priority Services percentages, the AAA should review their actual expenditures based on contractor claims or direct AAA costs associated with service category(ies) in order to complete the report below.

Column A: Include Title III-B expenditures (services dollars only - Federal, Non-Federal and Income) for:  
 Row 1. **Access:** transportation, outreach, information and assistance, case management  
 Row 2. **In-home:** personal care level I, personal care level II, home health aide, consumer directed in-home services, in-home contact & support, caregiver services  
 Row 3. **Legal:** legal advice & representation by an attorney (including, to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the supervision of an attorney), and includes counseling or representation by a non-lawyer where permitted by law, to older adults with economic or social needs. (Also see 94-PJ-52, 12/29/94.)  
 Row 4. **All Other Services:** necessary to sum total services dollars expended.  
 Row 5. **Subtotal:** all services dollars expended.  
 Row 6. **Over Match:** must be removed from total.  
 Row 7. **Total:** [T] should indicate all Title III-B services dollars with required match only. Be sure to subtract any over match.

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

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

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

**Notes:**

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

Column D: add Columns A and C for Lines 1, 2 & 3.  
 Column E: calculate the percentage of each Priority Service separately. For each priority service divide dollars for the combined III-B and CSE/WIN amounts (Column D) by the sum of the III-B total [T] in Column A, Line 7, plus the Priority Service's amount in Column C.

| Category & Minimum Required Percentage | (A)<br>III-B-Services Expenditures | (B)<br>Percent (A)/[T] | (C)<br>CSE (& WIN for Access) | (D)<br>Services Combined Total (A) + (C) | (E)<br>Percent (D)/{([T]+(C))} |
|----------------------------------------|------------------------------------|------------------------|-------------------------------|------------------------------------------|--------------------------------|
| 1. Access 20.0%                        | 166247.00                          | 81.27                  | 0.00 [S]                      | 166247.00                                | 81.27                          |
| 2. In-Home 2.5%                        | 0.00                               | 0.00                   | 8370.00 [H]                   | 8370.00                                  | 3.93                           |
| 3. Legal 7.0%                          | 27414.00                           | 13.40                  | 0.00                          | 27414.00                                 | 13.40                          |
| 4. All Other Services                  | 10911.00                           |                        |                               |                                          |                                |
| 5. Subtotal                            | 204572.00                          |                        |                               |                                          |                                |
| 6. Over Match (-)                      | 0.00                               |                        |                               |                                          |                                |
| 7. Total                               | 204572.00 [T]                      |                        |                               |                                          |                                |

If for one or more of the Priority Services categories the amount specified in Column E is less than the Minimum Required Percentage, for each such category provide an explanation of the reason for the shortfall in expenditures and describe the strategies and steps that the AAA is implementing to assure that it will satisfy the requirement for the forthcoming plan year.

| Name of Category              | Explanation | Strategies/Steps |
|-------------------------------|-------------|------------------|
| No reasons have been entered. |             |                  |

## ATTACHMENT C

### Program Design Modifications

All AAAs should carefully review this form and the Guide for Completion.

#### PURPOSE

All AAAs must complete Attachment C. Attachment C is intended for the AAA to alert and obtain approval from NYSOFA regarding: Major Changes; New Direct Services; New Activities; Plans for Multipurpose Senior Centers that are not included in the previous program period; and/or any changes that are being planned for future periods (e.g. an RFP to be held in SFY 2017-2018 that will result in a major change in services or providers in SFY 2018-2019).

Every AAA must complete the Certification Section of Attachment C whether or not any changes are anticipated.

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

#### DEFINITIONS

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

**Major Change(s):** Refers to a proposed change(s) in program design for SFY 2017-2018 from what NYSOFA has approved in the previous program period that will significantly impact older adults. It also refers to any planned change(s) for future periods that will have a significant impact on service delivery to older adults.

**Significant Impact:** The criteria for determining Significant Impact include:

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

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

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

**New Activity:** Refers to: Any new service or program

AAA: Oneida - 30  
Original Date Submitted: 02/10/2017  
Date Revised: 03/02/2017  
Date Last Saved: | Last Saved By:

**ATTACHMENT C**

**PROGRAM DESIGN MODIFICATIONS**

**ATTACHMENT C**

**CERTIFICATION**

One of the certifications below must be checked.

1) The AAA certifies that there are no planned program design modifications beyond those specified in this Attachment C that may occur during the 2017-2018 Program Year or a Future Program Year and that: If any change to its programs or services does occur during the 2017-2018 Program Year or a future Program Year that causes or can be expected to cause a significant impact or major change in its programs or services, the Area Agency on Aging will notify the State Office for the Aging as soon as it becomes aware of such change and will submit an amended Attachment C for the then current Program Year.

**OR**

2) The AAA certifies that it is not making any program design modifications in this Attachment C and that: If any change to its programs or services does occur during the 2017-2018 Program Year or a future Program Year that causes or can be expected to cause a significant impact or major change in its programs or services, the Area Agency on Aging will notify the State Office for the Aging as soon as it becomes aware of such change and will submit an amended Attachment C for the then current Program Year.

**ADVISORY COUNCIL REVIEW AND COMMENT**

The AAA certifies that it has submitted the program design modifications contained in this Attachment C to its advisory council for review and comment as required under Title III, Part 45, Section 1321(c) of the Older Americans Act Regulations.

**MULTIPURPOSE SENIOR CENTERS**

Please describe any multipurpose senior centers that will be acquired and/or constructed using Title III-B funds for the 4/1/2017 – 3/31/2018 period or future program periods in the text box provided:

**ATTACHMENT D**

**Justification for Title III Carryovers and Title III Transfers**

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

A maximum transfer of 40%, \$125,767, from Title III-C-1 to III-C-2. This transfer will help us to reduce our wait list for HDM.

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

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

Title III-B carryover of \$40,000 and Title III-E carryover of \$25,000 are both due to staff vacancies resulting in change over of Contracted positions to County employment. Some staff choose to retire, resign or accept another job outside the County. Hence, shortage in positions as Program Coordinators and Supervisors affected our full potential of serving all our clients. Title III-C-1 carryover of \$65,000 due to under expending of Contractor which affected our other lines. Changes in Congregate site deliveries and to Contractor staff changes.

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

**Targeting:** Describe how excess carryover funds will be used for targeting (Reference 12-PI-08, 7/17/12) those unserved and underserved older adults individuals in greatest social or economic need, particularly those who are low income, low income minorities, rural residents, older adults with limited English proficiency, Native Americans, frail, and persons with disabilities (e.g., blind, deaf, visually and/or hearing impaired, etc.). For example, the following activities represent possible efforts to improve achievement of targeting goals: provision of linguistic interpretation services to persons with limited English proficiency or deaf persons, translation of informational materials for persons with limited English proficiency or development of Braille and audio materials for persons who are visually impaired, etc. Where the AAA targeting goals have not been met and the AAA will not use carryover funds for additional or expanded targeting efforts, please provide a justification including a description of the specific activities implemented by the AAA to meet targeting goals and outcomes.

**ATTACHMENT E**

**Fringe Benefits and Travel Reimbursement Policies**

**Fringe Benefits Policy:** Include below the current fringe benefit rate for employees. Describe any changes from the Fringe Benefit policy submitted with the 2016-20 Four Year Plan. If the composite fringe benefit percentage for an individual program exceeds the average fringe benefit percentage included below- by more than 15%- the reason for the deviation(s) must be explained below.

2017-2018 Fringe Benefit Rate: 30.00%

There has been no change in our fringe benefit policy for the year 2017 - 2018.

**Travel Reimbursement Policy:** Describe below any changes from the Travel Reimbursement Policy submitted with the 2016-2020 Four Year Plan.

There is no change in our travel reimbursement policy for the year of 2017 - 2018.

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

ATTACHMENT F  
 Volunteers Used as Match Schedule

| Volunteer Title        | Service(s) Provided | Total Estimated Number of Volunteers | Total Estimated Hours of Services | Hourly Rate Services | Total (a) | Title III-B Services | Title III-C1 Services | Title III-C2 Services | Title III-D Services | Title III-E Services | ESSEF Services | CSF Services | CSI Services | Volunteer Services Not Used as Match |
|------------------------|---------------------|--------------------------------------|-----------------------------------|----------------------|-----------|----------------------|-----------------------|-----------------------|----------------------|----------------------|----------------|--------------|--------------|--------------------------------------|
| Shirley Page 1         |                     | 0                                    |                                   |                      | 0         | 0                    | 0                     | 0                     | 0                    | 0                    | 0              | 0            | 0            | 0                                    |
| <b>GRAND TOTAL (b)</b> |                     | 0                                    |                                   |                      | 0         | 0                    | 0                     | 0                     | 0                    | 0                    | 0              | 0            | 0            | 0                                    |

(a) The Total amount (Number of hours times Hourly Rate) will be rounded to a whole dollar amount. The whole dollar amount should then be allocated to the individual funding streams. Do not use cents in any column other than the Hourly Rate.  
 (b) The Grand Total for each program must be included on the Personnel Roster on the 'Volunteers Used as Match' line and on the Supporting Budget page, 'Matching Funds' section. Volunteers Used as Match' line for each affected budget. These values will be automatically carried over to the appropriate pages in the web-based version. The Volunteer Services Not Used as Match' will NOT be included or appear in any other section of this document.  
 Additional instructions for completing Attachment F are included in the Guide for Completion.



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street  
Suite 200  
Oriskany, New York 13424

Phone: (315) 768-3660  
Fax: (315) 768-3670  
Website: [www.ocgov.net](http://www.ocgov.net)  
Email: [mentalhealth@ocgov.net](mailto:mentalhealth@ocgov.net)

April 6, 2017

FN 20 17-138

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of the 2017 Purchase of Service Agreement between the Oneida County Department of Mental Health and The ARC Oneida-Lewis Chapter, **NYSARC, Inc.** for your review and signature. If this meets with approval, please forward this to the Board of Legislators upon completing your review.

The Agreement begins **January 1, 2017** and ends **December 31, 2017**. The funding amount for the 2017 year will be **\$322,367.00**. This amount reflects **\$297,367.00** of OMH State Aid Funding for 2017, and **\$25,000.00** of County Funding to help support the respite services provided by the contractor.

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

Respectfully,

*Robin E. O'Brien*  
Robin E. O'Brien  
Commissioner

REO/ts  
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 4/7/17



Oneida Co. Department: Mental Health

|                    |              |
|--------------------|--------------|
| Competing Proposal | _____        |
| Only Respondent    | _____        |
| Sole Source RFP    | _____        |
| Other              | <u>  X  </u> |

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:**      **The ARC Oneida-Lewis Chapter,**  
NYSARC, Inc.  
245 Genesee Street  
Utica, NY 13501

**Title of Activity or Service:**      Assisted Competitive Employment (ACE)  
Ongoing Integrated Supported Employment (OISE)

**Proposed Dates of Operation:**      January 1, 2017 through December 31, 2017

**Client Population/Number to be Served:** Adults with a serious and persistent mental illness;  
and individuals with developmental disabilities in need of respite services.

**Summary Statements**

**1) Narrative Description of Proposed Services:**

**a. Assisted Competitive Employment (ACE)**

Provides intake/assessment, individualized job development, job shadowing, community internships, benefits counseling, transportation, and life skills advocacy.

**b. Ongoing Integrated Supported Employment (OISE)**

Direct placement into community based employment accompanied by needed support and follow along services.

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

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

**3) Program Design and Staffing**

All services are licensed by the NYS Office of Mental Health (OMH). Assisted Competitive Employment is monitored and certified through the NYS Education Department Bureau of Vocational & Educational Services for Individuals with Disabilities (ACCESS-VR). All programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health and guidelines and regulations.

**Total Funding Requested:** \$322,367.00

**Account #A4310.49516**

**Oneida County Dept. Funding Recommendation:** \$322,367.00

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

State \$297,367.00

County \$25,000.00

**Cost Per Client Served:** (N/A)

**Past Performance Data:** (N/A)

**O.C. Department Staff Comments:** (N/A)

## AGREEMENT

THIS AGREEMENT between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and NYSARC, INC., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, by and through The ARC Oneida-Lewis Chapter, having its principal office located at 245 Genesee Street, Utica, NY 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, 2017 through December 31, 2017 or until terminated according to the termination requirements contained within this Agreement.
2. Scope of Services. The Provider Agency shall:
  - (A) Provide respite services, under the OPWDD Respite Program Enhancement, for individuals with developmental disabilities to assist those individuals and their families;
  - (B) Provide assisted competitive employment services to individuals with severe mental illness, in accordance with NYS Office of Mental Health guidelines and regulations, that include intake/assessment, individualized job development, job shadowing, community internships, benefits counseling, transportation, and life skills advocacy;
  - (C) Provide ongoing integrated supported employment services to individuals with severe mental illness, in accordance to NYS Office of Mental Health guidelines and regulations that include on-site job coaching, benefits counseling, transportation, life skills advocacy, and long-term job retention supports as needed to ensure gainful employment is successfully maintained.
3. For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of Three Hundred Twenty-Two Thousand Three Hundred

3. For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of Three Hundred Twenty-Two Thousand Three Hundred Sixty-Seven Dollars and no cents (\$322,367.00) during the term of this Agreement. 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 hereof as Appendix A is the Provider Agency's Contract Budget for the term of this Agreement.

4. 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.

5. 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; and attendance and cooperation with various ad hoc work groups of the subcommittee.

6. Independent Contractor Status.

(A) It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency and its employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

(B) Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

(C) The Provider Agency and its employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

(D) Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.

(E) Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with

respect to its employees, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

(F) The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

(G) If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

(H) The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

7. 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.

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 Provider Agency agrees to submit to the County on the last business day of the following month at the end of each quarter (e.g., 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 15th.

(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.

10. 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.

11. 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.

12. 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, in connection with this Agreement.

13. 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 and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida must be named as an "Additionally Insured" on a "primary and non-contributing basis" as part of the Provider Agency's insurance policies. Proof of all three types of insurance coverage 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 requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

14. Contractor waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

15. 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.

(A) 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.

(B) 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.

(C) 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.

16. 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.

(A) 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.

(B) Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:

(i) They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:

(a) The Provider Agency will only access confidential information for which there is a need to know; and

(b) The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.

(c) The Provider Agency will not misuse confidential information or carelessly handle confidential information.

(ii) 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.

(iii) 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.

(iv) 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.

(v) 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.

(vi) 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.

17. 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 "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State Law and/or Regulations.

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."

18. The Provider Agency agrees that as mandated reporters, all instances of suspected child abuse, neglect, and/or maltreatment, will be reported to the New York Statewide Central Register as required by law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The family will be informed in advance of the decision to file a report with the Statewide 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 Statewide Central Register.

19. The Provider Agency is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for his or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

22. 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.

23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that 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: Robin E. O'Brien  
Robin E. O'Brien  
Commissioner, Department of Mental Health

04/07/2017  
Date

**NYSARC, INC. by and through THE ARC ONEIDA-LEWIS CHAPTER**

By: Joanna Greco  
Joanna Greco  
President, Board of Directors

4-6-17  
Date

By: Karen Korotzer  
Karen Korotzer  
Executive Director

4/6/17  
Date

Approved

By: \_\_\_\_\_  
Raymond F. Bara, Esq.  
Assistant County Attorney

NYSARC

APPENDIX A  
CONTRACT BUDGET 2017

|                      |                     |
|----------------------|---------------------|
| OMH                  | \$297,367.00        |
| Total State Aid      | \$297,367.00        |
| County Funds         | <u>\$25,000.00</u>  |
| <b>TOTAL FUNDING</b> | <b>\$322,367.00</b> |

|                                                 | No. of Payments | Total Amount        |
|-------------------------------------------------|-----------------|---------------------|
| Monthly Voucher Amount January through November | 11              | \$295,503.01        |
| Final Voucher Amount for December               | 1               | \$26,863.99         |
|                                                 |                 | <b>\$322,367.00</b> |

**STANDARD ONEIDA COUNTY CONTRACT ADDENDUM**

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

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

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

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

**1. Executory or Non-Appropriation Clause.**

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

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

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

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

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

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

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
- d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The Contractor's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance program; and
    4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
    1. Abide by the terms of the statement; and
    2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
  - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

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

When applicable to the services provided pursuant to the Contract:

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

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

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

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

**5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**6. Workers' Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any



employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**8. Wage and Hours Provisions.**

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

**9. Non-Collusive Bidding Certification.**

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

**10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an

office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

#### **11. Identifying Information and Privacy Notification.**

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

#### **12. Conflicting Terms.**

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

**13. Governing Law.**

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

**14. Prohibition on Purchase of Tropical Hardwoods.**

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

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

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

**16. Gratuities and Kickbacks.**

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

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

## **17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

## **18. Certification of compliance with the Iran Divestment Act.**

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street  
Suite 200  
Oriskany, New York 13424

Phone: (315) 768-3660  
Fax: (315) 768-3670  
Website: www.ocgov.net  
Email: mentalhealth@ocgov.net

March 27, 2017

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

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

FN 20 17-139  
HEALTH & HUMAN SERVICES

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

Date: 4/3/17

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of the 2017 Purchase of Service Agreement between the Oneida County Department of Mental Health and **Catholic Charities of the Roman Catholic Diocese of Syracuse New York** for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

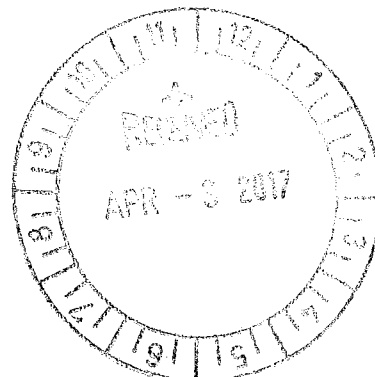
The Agreement begins on **January 1, 2017** and ends on **December 31, 2017**. The funding for 2017 will be **\$1,386,331.00** which reflects an overall increase of **\$50,260.00** due to an OASAS COLA funding increase of **\$1,044.00** for Community Residence Housing and an OMH funding increase of **\$49,216.00** (**\$48,000.00** new funding for Forensic Housing Service Dollars and **\$1,216.00** OMH COLA funding for Supported Housing). The amount of this Agreement is **\$1,386,331.00** for the year of the Agreement. This amount reflects **100%** OMH and OASAS State Aid funding.

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

Respectfully,

*Robin E. O'Brien*  
Robin E. O'Brien  
Commissioner

REO/ts  
Encs.



Oneida Co. Department: Mental Health

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   X  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Catholic Charities of the Roman Catholic Diocese  
of Syracuse, NY  
1408 Genesee Street  
Utica, NY 13502

**Title of Activity or Service:** Psychosocial Club  
Transportation Services  
Residential Services

**Proposed Dates of Operation:** January 1, 2017 through December 31, 2017

**Client Population/Number to be Served:** Adults with a serious and persistent mental illness;  
and individuals who are alcohol dependent and require a structured living environment.

**Summary Statements**

**1) Narrative Description of Proposed Services:**

**a. Psychosocial Club**

Social Recreation is provided via a psychosocial club format primarily on evenings and weekends.

**b. Transportation**

Provides services to individuals meeting OMH criteria to attend a variety of local mental health programs.

**c. Residential OMH Supported/Forensic Housing**

Provides forensic and supported housing with the primary goal to enhance the quality of life for individuals meeting OMH criteria aged 18 and older, who find themselves homeless, at risk of homelessness or in substandard housing/environment.

**d. Residential OMH Services (Men and Women's Halfway House)**

The OASAS Certified Chemical Dependency Community Residence for both men and women is designed to assist residents in expanding competencies required for successful independent living and continued recovery.

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

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

**3) Program Design and Staffing**

The Mental Health programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with guidelines and regulations. The NYS Office of Alcoholism and Substance Abuse Services (OASAS) certifies the Chemical Dependency Community Residence programs.

**Total Funding Requested:** \$1,386,331.00

**Account #A4310.49523**

**Oneida County Dept. Funding Recommendation:** \$1,386,331.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State \$1,386,331.00

**Cost Per Client Served:** (N/A)

**Past Performance Data:** (N/A)

**O.C. Department Staff Comments:** (N/A)



## AGREEMENT

THIS AGREEMENT between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and CATHOLIC CHARITIES OF THE ROMAN CATHOLIC DIOCESE OF SYRACUSE, N.Y., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 1408 Genesee 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, 2017 through December 31, 2017 or until terminated according to the termination requirements contained within this contract.
2. Scope of Services. The Provider Agency shall:
  - (A) Provide Social Recreation and Psychosocial Club for adults meeting New York State Office of Mental Health (OMH) criteria for serious and persistent mental illness;
  - (B) Provide transportation services to individuals meeting OMH criteria for serious and persistent mental illness to attend a variety of local mental health programs;
  - (C) Provide Supported Housing services for Regular and Long Stay Housing. The services provided will include either:
    1. One-time financial assistance to eligible individuals to meet costs associated with establishing and maintaining a residence in the community.
    2. On-going rental stipends until the consumer's acquisition of funding from Section 8 Housing.
  - (D) Provide both Men's and Women's 16 beds supervised Chemically Dependent Community Residences which operate 24 hours/day, 7 days/week. The program will provide case management, service planning, trainings in activities of daily living,

supportive counseling, information & referral to community services, financial management, and discharge planning.

3. For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of One Million Three Hundred Eighty-Six Thousand Three Hundred Thirty-One Dollars and no cents (\$1,386,331.00) during the term of this Agreement. 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 hereof as Appendix A is the Provider Agency's Contract Budget for the term of this Agreement.

4. 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.

5. 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; and attendance and cooperation with various ad hoc work groups of the subcommittee.

6. Independent Contractor Status.

(A) It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency and its employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

(B) Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

(C) The Provider Agency shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

(D) Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.

(E) Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

(F) The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

(G) If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

(H) The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

7. 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.

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 Provider Agency agrees to submit to the County on the last business day of the following month at the end of each quarter (e.g., 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 15th.
- (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.

10. 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.

11. 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.

12. 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, in connection with this Agreement.

13. 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 and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida must be named as an "Additionally Insured" on a "primary and non-contributing basis" as part of the Provider Agency's insurance policies. Proof of all three types of insurance coverage 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 requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

14. Contractor waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

15. 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.

(A) 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.

(B) 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.

(C) 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.

16. 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.

(A) 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.

(B) Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:

(i) They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:

(a) The Provider Agency will only access confidential information for which there is a need to know; and

(b) The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.

(c) The Provider Agency will not misuse confidential information or carelessly handle confidential information.

(ii) 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.

(iii) 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.

(iv) 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.

(v) 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.

(vi) 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.

17. 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 "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State Law and/or Regulations.

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."

18. The Provider Agency agrees that as mandated reporters, all instances of suspected child abuse, neglect, and/or maltreatment, will be reported to the New York Statewide Central Register as required by law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The family will be informed in advance of the decision to file a report with the Statewide 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 Statewide Central Register.

19. The Provider Agency is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for his or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

22. 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.

23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that 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: \_\_\_\_\_ Date \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

By: Robin E. O'Brien \_\_\_\_\_ 03/15/2017  
Robin E. O'Brien  
Commissioner, Department of Mental Health

**CATHOLIC CHARITIES OF THE ROMAN CATHOLIC DIOCESE OF SYRACUSE, N.Y.**

By: Jason J. Guznacki \_\_\_\_\_ 3/23/17  
Jason Guznacki  
President, Board of Directors

By: Denise Cavanaugh \_\_\_\_\_ 3/23/17  
Denise Cavanaugh  
Executive Director

Approved

By: \_\_\_\_\_  
Raymond F. Bara, Esq.  
Assistant County Attorney



Catholic Charities

APPENDIX A  
 CONTRACT BUDGET 2017

OMH \$863,867.00  
 OASAS \$522,947.00  
 Total State Aid \$1,386,814.00  
 County Funds \$0.00  
**TOTAL FUNDING \$1,386,814.00**

|                                                 | No. of Payments | Total Amount        |
|-------------------------------------------------|-----------------|---------------------|
| OMH                                             |                 |                     |
| Monthly Voucher Amount January through November | 11              | \$791,868.00        |
| Final Voucher Amount for December               | 1               | \$71,999.00         |
|                                                 |                 | <u>\$863,867.00</u> |

|                                                 | No. of Payments | Total Amount        |
|-------------------------------------------------|-----------------|---------------------|
| OASAS                                           |                 |                     |
| Monthly Voucher Amount January through November | 11              | \$479,358.00        |
| Final Voucher Amount for December               | 1               | \$43,589.00         |
|                                                 |                 | <u>\$522,947.00</u> |

**STANDARD ONEIDA COUNTY CONTRACT ADDENDUM**

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

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

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

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

**1. Executory or Non-Appropriation Clause.**

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

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

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

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

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

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

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
- d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The Contractor's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance program; and
    4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
    1. Abide by the terms of the statement; and
    2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
  - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

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

When applicable to the services provided pursuant to the Contract:

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

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

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

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

**5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**6. Workers' Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

#### **8. Wage and Hours Provisions.**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department.

Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

#### **9. Non-Collusive Bidding Certification.**

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

#### **10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an



office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

#### **11. Identifying Information and Privacy Notification.**

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

#### **12. Conflicting Terms.**

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

**13. Governing Law.**

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

**14. Prohibition on Purchase of Tropical Hardwoods.**

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

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

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

**16. Gratuities and Kickbacks.**

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

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

## **17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

## **18. Certification of compliance with the Iran Divestment Act.**

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street  
Suite 200  
Oriskany, New York 13424

Phone: (315) 768-3660  
Fax: (315) 768-3670  
Website: www.ocgov.net  
Email: mentalhealth@ocgov.net

FN 20 17 140

March 27, 2017

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

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

HEALTH & HUMAN SERVICES

Anthony J. Picente, Jr.  
County Executive

WAYS & MEANS

Date 3/27/17

Dear Mr. Picente:

I am forwarding four (4) copies of the 2017 Purchase of Services Agreement between the Oneida County Department of Mental Health and Insight House Chemical Dependency Services, Inc. for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

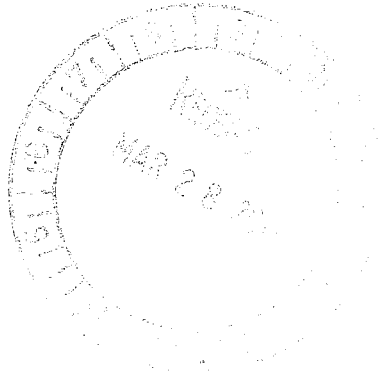
The Agreement begins on January 1, 2017 and ends on December 31, 2017. The funding for 2017 will be one million five hundred seventeen thousand two hundred ninty-nine dollars \$1,517,299.00. The amount reflects 100% OASAS State Aid funding for 2017.

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

Respectfully,

Robin E. O'Brien  
Commissioner

REO/ts  
Encs.



Oneida Co. Department: Mental Health

|                    |              |
|--------------------|--------------|
| Competing Proposal | _____        |
| Only Respondent    | _____        |
| Sole Source RFP    | _____        |
| Other              | <u>  X  </u> |

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Insight House Chemical Dependency Services, Inc.  
500 Whitesboro Street  
Utica, NY 13502

**Title of Activity or Service:** Outpatient Substance Abuse Clinic Treatment; Intensive Residential Treatment and Substance Abuse School-Based Prevention

**Proposed Dates of Operation:** January 1, 2017 through December 31, 2017

**Client Population/Number to be Served:** Adults and Children with an alcohol and/or substance abuse or dependency problem, and their families.

**Summary Statements**

**1) Narrative Description of Proposed Services:**

**a. Outpatient Substance Abuse Treatment Clinic**

Evaluation/assessment services, referral, individual, family and group counseling, and discharge aftercare planning.

**b. Chemical Dependence Intensive Residential Treatment**

48 bed intensive level care in a controlled therapeutic environment with training provided for: vocational/educational, parenting, personal hygiene, socialization/leisure activities.

**c. Substance Abuse School Based Prevention Services**

Prevention outreach and to community prevention education planning.

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

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

**3) Program Design and Staffing**

The OASAS programs meet the appropriate staffing models developed and monitored by the NYS Office of Alcoholism and Substance Abuse Services (OASAS) in concert with the NYS Division of Budget (DOB) and guidelines and regulations.

**Total Funding Requested: \$1,517,299.00**

**Account #A4310.49515**

**Oneida County Dept. Funding Recommendation: \$1,517,299.00**

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State \$1,563,029.00

**Cost Per Client Served:** (N/A)

**Past Performance Data:** (N/A)

**O.C. Department Staff Comments:** (N/A)

## AGREEMENT

THIS AGREEMENT between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and INSIGHT HOUSE CHEMICAL DEPENDENCY SERVICES, INC., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 500 Whitesboro 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 mutual promises made herein, the parties hereto agree as follows:

1. The term of this Agreement shall be from January 1, 2017 through December 31, 2017 or until terminated according to the termination requirements contained within this Agreement.
2. The Provider Agency shall:
  - (A) Provide Outpatient Substance Abuse Clinic Treatment consistent with the NYS OASAS regulations to individuals and family members striving to achieve and maintain a sober lifestyle. The clinic will provide evaluation/assessment services, individual, family and group counseling, referral and discharge planning;
  - (B) Provide a 44 bed voluntary drug free Intensive Residential Substance Abuse program consistent with the NYS OASAS regulations. This component provides a highly-intensive level of care for men and women who are experiencing dysfunction in multiple life areas and who require a structured living arrangement during treatment. A minimum of 40 hours per week of clinical services is provided along with vocational, educational, parenting, community living, personal hygiene/care, and socialization and leisure activities;

(C) Provide School Based Substance Abuse Prevention Counseling Services to a variety of school districts, consistent with the NYS OASAS Prevention Guidelines. Based on the unique school district need, this may require model and/or non-model programs such as individual or group counseling, student assemblies, classroom presentations, parent forums, public service announcements and educational awareness on a variety of topics.

(i) Funding for School Based Substance Abuse Prevention Counseling Services shall terminate on June 30, 2017, at which time the Provider Agency will no longer be expected to provide this service under this Agreement.

3. For the Services provided, County will reimburse the provider Agency a maximum of One Million Five Hundred Seventeen Thousand Two Hundred Ninety-Nine Dollars and no cents (\$1,517,299.00) during the term of this Agreement. 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 hereof as Appendix A is the Provider Agency's Contract Budget for the term of this Agreement.

4. Referrals to the Provider Agency. The Provider Agency shall accept referrals for the services provided under this Agreement either from the County's (SPOA/A) or through Health Home Network, Inc.

(A) If the Provider Agency accepts a referral through Health Home Network, Inc., the Provider Agency shall promptly provide a copy of that referral to the County.

(B) If the Provider Agency declines a referral from Health Home Network, Inc. because it is inappropriate for the Provider Agency to service, then the Provider Agency shall provide prompt notice of such declination to the County.

(C) On a monthly basis, the Provider Agency shall provide the County with the following lists. Each list shall include the client's assigned care management agency and the client's demographic information, including the client's name and date of birth.

(i) A list of all cases that are currently open to the Provider Agency, whether referred to the Provider Agency by the SPOA/A or the Health Home Network, Inc.; and

(ii) A list of all cases that have been closed by the Provider Agency since the last monthly report.

5. 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.

6. 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; and attendance and cooperation



with various ad hoc work groups of the subcommittee.

7. Independent Contractor Status.

(A) It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency and its employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

(B) Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

(C) The Provider Agency shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

(D) Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.

(E) Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

(F) The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

(G) If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

(H) The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

8. 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.

9. 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 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.

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 (e.g., 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 1<sup>st</sup>.

(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 15th.

(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, in connection with this Agreement.

14. 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 and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida must be named as an "Additionally Insured" on a "primary and non-contributing basis" as part of the Provider Agency's insurance policies. Proof of all three types of

insurance coverage 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 requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

15. The Provider Agency waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

16. 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.

(A) 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.

(B) 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.

(C) 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.

17. 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.

(A) 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.

(B) Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:

(i) They will use confidential information only as needed to perform the

duties outlined in the "Scope of Services" above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:

(a) The Provider Agency will only access confidential information for which there is a need to know; and

(b) The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.

(c) The Provider Agency will not misuse confidential information or carelessly handle confidential information.

(ii) 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.

(iii) 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.

(iv) 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.

(v) 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.

(vi) 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.

18. 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 "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State Law and/or Regulations.

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.”

19. The Provider Agency agrees that as mandated reporters, all instances of suspected child abuse, neglect, and/or maltreatment, will be reported to the New York Statewide Central Register as required by law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A (“Report of Suspected Child Abuse or Maltreatment”) to the local Department of Social Services. The family will be informed in advance of the decision to file a report with the Statewide 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 Statewide Central Register.

20. The Provider Agency is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

21. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for his or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

22. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

23. 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.

24. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

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: Robin E. O'Brien  
Robin E. O'Brien  
Commissioner, Department of Mental Health

03/27/2017  
Date

**INSIGHT HOUSE CHEMICAL DEPENDENCY SERVICES, INC.**

By: Donna M. Vitagliano  
Donna M. Vitagliano  
President and Chief Executive Officer

3/24/17  
Date

Approved  
Oneida County Attorney

By: \_\_\_\_\_  
Raymond F. Bara  
Assistant County Attorney

Insight House

APPENDIX A  
CONTRACT BUDGET 2017

|                                                 |                       |                 |                     |
|-------------------------------------------------|-----------------------|-----------------|---------------------|
| OASAS                                           | \$1,517,299.00        |                 |                     |
| Total State Aid                                 | \$1,517,299.00        |                 |                     |
| County Funds                                    | \$0.00                |                 |                     |
| <b>TOTAL FUNDING</b>                            | <b>\$1,517,299.00</b> |                 |                     |
|                                                 |                       | No. of Payments | Total Amount        |
| Monthly Voucher Amount January through November | \$126,444.58          | 11              | \$1,390,857.38      |
| Final Voucher Amount for December               | \$126,441.62          | 1               | <u>\$126,441.62</u> |
|                                                 |                       |                 | \$1,517,299.00      |



**STANDARD ONEIDA COUNTY CONTRACT ADDENDUM**

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

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

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

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

**1. Executory or Non-Appropriation Clause.**

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

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

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

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

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

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

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

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

2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The Contractor's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance program; and
    4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
    1. Abide by the terms of the statement; and
    2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
  - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

c. The Contractor shall:

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

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

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

3. There is a material change in the business practices and procedures of the County.

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

**5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**6. Workers' Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**8. Wage and Hours Provisions.**

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

**9. Non-Collusive Bidding Certification.**

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

**10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an

office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

#### **11. Identifying Information and Privacy Notification.**

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

#### **12. Conflicting Terms.**

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.



**13. Governing Law.**

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

**14. Prohibition on Purchase of Tropical Hardwoods.**

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

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

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

**16. Gratuities and Kickbacks.**

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

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

## **17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

## **18. Certification of compliance with the Iran Divestment Act.**

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street  
Suite 200  
Oriskany, New York 13424

Phone: (315) 768-3660  
Fax: (315) 768-3670  
Website: www.ocgov.net  
Email: mentalhealth@ocgov.net

FN 20 17-141

March 20, 2017

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

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

Anthony J. Picente, Jr.  
County Executive

WAYS & MEANS Date 3/28/17

Dear Mr. Picente:

I am forwarding four (4) copies of the 2017 Purchase of Service Agreement between the Oneida County Department of Mental Health and Kids Oneida, Inc. for your review and signature. If this meets with your approval, please forward this to the Board of Legislators upon completing your review.

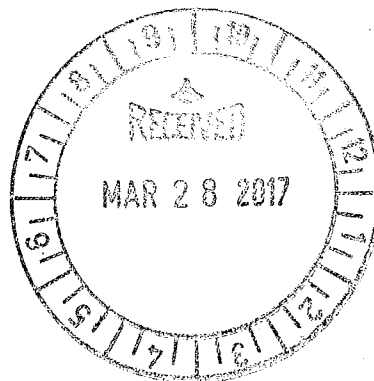
The Agreement begins on **January 1, 2017** and ends on **December 31, 2017**. The funding amount for the year 2017 will be **\$60,000.00**, which reflects an increase of **\$10,000.00** from 2016 as a result of a **20%** increase in the number of children utilizing the services. The gross amount of this Agreement is **\$60,000.00** for the year of the Agreement. The amount reflects **100%** OMH State Aid Funding for **2017**.

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

Respectfully,

Robin E. O'Brien  
Commissioner

REO/ts  
Encs.



**Oneida Co. Department: Mental Health**

**Competing Proposal** \_\_\_\_\_  
**Only Respondent** \_\_\_\_\_  
**Sole Source RFP** \_\_\_\_\_  
**Other**     X    

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Kids Oneida, Inc.  
310 Main Street  
Utica, NY 13501

**Title of Activity or Service:** Children & Family Intervention

**Proposed Dates of Operation:** January 1, 2017 through December 31, 2017

**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**

**1) Narrative Description of Proposed Services:**

**a. Children & Family Intervention**

Provide treatment and services for youth appropriately diagnosed, and their families. Assign a Service Program for Individual Needs (SPIN) Coordinator to monitor services implemented via the Tier 1 process. Coordination of case reviews. Provide documentation of services (within 15 days of service for each episode).

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

The primary objective is to maintain children in the community and enhance parenting skills keeping families intact.

**3) Program Design and Staffing**

The NYS Office of Mental Health (OMH), as applicable. The program meets the appropriate staffing model developed and monitored by the NYS Office of Mental Health (OMH) and guidelines and regulations.

**Total Funding Requested:** \$60,000.00

**Account #A4310.4951**

**Oneida County Dept. Funding Recommendation:** \$60,000.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State \$60,000.00

**Cost Per Client Served:** (N/A)

**Past Performance Data:** (N/A)

**O.C. Department Staff Comments:** (N/A)

## AGREEMENT

THIS AGREEMENT between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and KIDS ONEIDA, INC., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, 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, 2017 through December 31, 2017 or until terminated according to the termination requirements contained within this Agreement.

2. Scope of Services. 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. For the Services provided, the Oneida County Department of Mental Health will reimburse the provider Agency a maximum of Sixty Thousand Dollars and no cents (\$60,000.00) during the term of this Agreement. 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 hereof as Appendix A is the Provider Agency's Contract Budget for the term of this Agreement.

4. 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.

5. 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; and attendance and cooperation with various ad hoc work groups of the subcommittee.

6. Independent Contractor Status.

(A) It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency and its employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

(B) Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

(C) The Provider Agency and its employees shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

(D) Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.

(E) Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

(F) The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

(G) If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

(H) The Provider Agency agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

7. 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.

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 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 Provider Agency agrees to submit to the County on the last business day of the following month at the end of each quarter (e.g., 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 15th.

(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.

10. 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.

11. 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.

12. 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, in connection with this Agreement.

13. 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 and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers Compensation and Employers Liability insurance at the statutory limits in the State of New York. The County of Oneida must be named as an "Additionally Insured" on a "primary and non-contributing basis" as part of the Provider Agency's insurance policies. Proof of all three types of insurance coverage 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 requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

14. Contractor waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

15. 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.

(A) 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.

(B) 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.

(C) 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.

16. 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.

(A) 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.

(B) Accordingly, as a condition of and in consideration of access to confidential information, the Provider Agency promises that:

(i) They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:

(a) The Provider Agency will only access confidential information for which there is a need to know; and

(b) The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.

(c) The Provider Agency will not misuse confidential information or carelessly handle confidential information.

(ii) 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.

(iii) 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.

(iv) 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.

(v) 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.

(vi) 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.

17. 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 "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State Law and/or Regulations.

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."

18. The Provider Agency agrees that as mandated reporters, all instances of suspected child abuse, neglect, and/or maltreatment, will be reported to the New York Statewide Central Register as required by law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A ("Report of Suspected Child Abuse or Maltreatment") to the local Department of Social Services. The family will be informed in advance of the decision to file a report with the Statewide 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 Statewide Central Register.

19. The Provider Agency is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

20. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for his or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

21. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

22. 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.

23. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that 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: \_\_\_\_\_ Date \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

By: Robin E. O'Brien \_\_\_\_\_ Date 03/21/2017  
Robin E. O'Brien  
Commissioner, Department of Mental Health

**KIDS ONEIDA, INC.**

By: William McDonald \_\_\_\_\_ Date 3/13/17  
~~Resario Dalia~~ William McDonald  
President, Board of Directors

By: Steven Bulger \_\_\_\_\_ Date 3/13/2017  
Steven Bulger  
Executive Director and Chief Executive Officer

Approved

By: \_\_\_\_\_  
Raymond F. Bara, Esq.  
Assistant County Attorney

Kids Oneida, Inc.

APPENDIX A  
CONTRACT BUDGET 2017

|                                                    |                    |                 |               |
|----------------------------------------------------|--------------------|-----------------|---------------|
| OMH                                                | \$60,000.00        |                 |               |
| Total State Aid                                    | \$60,000.00        |                 |               |
| County Funds                                       | \$0.00             |                 |               |
| <b>TOTAL FUNDING</b>                               | <b>\$60,000.00</b> |                 |               |
|                                                    |                    | No. of Payments | Total Amount  |
| Monthly Voucher Amount January<br>through December | \$5,000.00         | 12              | \$60,000.00   |
|                                                    |                    |                 | <u>\$0.00</u> |
|                                                    |                    |                 | \$60,000.00   |

**STANDARD ONEIDA COUNTY CONTRACT ADDENDUM**

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

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

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

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

**1. Executory or Non-Appropriation Clause.**

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

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

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

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

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

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

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
- d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.



c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The Contractor's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance program; and
    4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
    1. Abide by the terms of the statement; and
    2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
  - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

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

When applicable to the services provided pursuant to the Contract:

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

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

- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

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

**5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**6. Workers' Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**8. Wage and Hours Provisions.**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department.

Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

**9. Non-Collusive Bidding Certification.**

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

**10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an

office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

#### **11. Identifying Information and Privacy Notification.**

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

#### **12. Conflicting Terms.**

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

**13. Governing Law.**

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

**14. Prohibition on Purchase of Tropical Hardwoods.**

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

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

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

**16. Gratuities and Kickbacks.**

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

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

## **17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

## **18. Certification of compliance with the Iran Divestment Act.**

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

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the



responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

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



David L. Mathis  
 Director, Workforce Development

Anthony J. Picente, Jr.  
 Oneida County Executive

October 13, 2016

Hon. Anthony J. Picente, Jr. FN 20 17-142 Reviewed and Approved for submittal to the  
 Oneida County Executive Oneida County Board of Legislators by  
 Oneida County Office Building  
 800 Park Avenue HEALTH & HUMAN SERVICES *Anthony J. Picente, Jr.*  
 Utica, NY 13501 County Executive  
**WAYS & MEANS** Date 4/6/17

Dear County Executive Picente:

The attached Revenue Agreement is with Mohawk Valley Community College and provides the college with grant writer services in cooperation with my office. Under the scope of this Revenue Agreement, Workforce Development will provide MVCC with assistance in identifying and preparing available state and federal employment and training-related grants.

This Agreement will cover the period from July 1, 2016 to August 31, 2017, and we will receive a total of \$67,498.90 to provide these services. Please note that finalization of this contract was delayed due to a longer-than-expected negotiation.

If you agree with the terms of this Agreement, please forward to the Board of Legislators for their attention.

If you have any questions, please contact me at your convenience.

Sincerely,

*David Mathis*

David Mathis, Director  
 Oneida County Workforce Development

ONEIDA COUNTY WORKFORCE DEVELOPMENT  
 209 Elizabeth Street, Utica, NY 13501  
 315-798-5908  
 e-mail: dmathis@ocgov.net



"We are an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities"

**Oneida Co. Department: Workforce Development**

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

**Oneida County Board of Legislators  
Contract Summary**

**Name of Proposing Organization:** Mohawk Valley Community College  
1101 Sherman Drive, Utica, New York 13501

**Title of Activity or Services:** Grant Writing Services

**Proposed Dates of Operations:** July 1, 2016 through August 31, 2017

**Client Population/Number to be Served:** Employment-related grant preparation for WIA-eligible enrollees.

**Narrative Description of Proposed Services:**

Through this contract the Grant Writer will: Research and identify relevant funding sources, disseminate funding source information to college representatives, prepare and submit proposals to meet institution priorities and goal, and serve as an active member of a grants strategic team. Grant Writer provides timely advice and information on funding opportunities, requirements and procedures. Grant Writer also serves as a liaison between Oneida County Workforce Development grant efforts and MVCC. The Grant Writer reports to the Associate Vice President in coordinating efforts. MVCC covers a portion of the Grant Writer's salary and fringe benefits for the 12 month period.

**Total Funding:** \$67,498.90

**Mandated or Non-mandated:** Non-mandated.

**Proposed Funding Source:** 100 % fully funded by Mohawk Valley Community College = \$67,498.90

**Cost Per Client Served:** N/A

**Past performance Served:** This program has proven to be a successful partnership between Oneida County Workforce Development and MVCC in helping to coordinate employment-related grants for eligible area job seekers.

**COUNTY OF ONEIDA  
OFFICE OF WORKFORCE DEVELOPMENT**

**MOHAWK VALLEY COMMUNITY COLLEGE**

**GRANT WRITER SERVICES**

PY-2016

MVCC-GW-16-1

REV. ACCT. # J2388

This Agreement is entered into by and between MOHAWK VALLEY COMMUNITY COLLEGE, a local education institution established in the County of Oneida of the State of New York, with its offices and principal place of business located at 1101 Sherman Drive, Utica, New York 13501 (hereinafter referred to as "MVCC"), and the COUNTY of ONEIDA, a municipal corporation organized and existing under the laws of the State of New York with principal offices located at 800 Park Ave., Utica, New York 13501, (hereinafter referred to as "County") by and through its OFFICE OF WORKFORCE DEVELOPMENT, an administrator of local workforce development employment and training programs with its offices and principal place of business located at 209 Elizabeth Street, Utica, New York 13501 (hereinafter referred to as "OCWD").

WITNESSETH

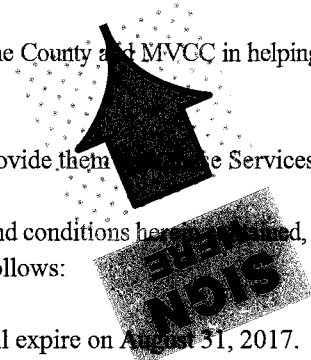
WHEREAS, MVCC desires to add additional Grant Writing Services to its college functions; and

WHEREAS, this relationship has proven to be a successful partnership between the County and MVCC in helping to coordinate employment-related grants for eligible area job seekers; and

WHEREAS, MVCC desires to enter into an Agreement with the County to provide the Grant Writing Services;

NOW THEREFORE, in consideration of the promises and mutual covenants and conditions hereinafter set forth, and for good and valuable consideration, it is agreed by and between the Parties hereto as follows:

1. TERM. The term of this Agreement shall commence on July 1, 2016 and shall expire on August 31, 2017.
2. SCOPE OF SERVICES. The County shall ensure the Grant Writer, an employee of the County performs the activities described in the Program Narrative attached hereto and made part hereof as **EXHIBIT A**. Due to the nature of the Services, i.e. grant proposals submitted on a competitive basis, the County makes no guarantee as to the funding approval and/or success of such proposals prepared by the Grant Writer under the terms of this Agreement.
3. PAYMENT. MVCC agrees to expend an amount up to, but not to exceed, SIXTY-SEVEN THOUSAND, FOUR HUNDRED NINETY-EIGHT AND 90/100 DOLLARS (\$67,498.90) for the Grant Writer Services as delineated in the Budget Information Summary that is attached hereto and made part hereof as **EXHIBIT B**. Payments from MVCC to the County in consideration of the County's and/or OCWD's costs shall be made upon receipt of cost reports accompanying a standard voucher submitted each month to MVCC.
4. ANTI-DISCRIMINATION. No person, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with funds made available under this Agreement.
5. PERSONNEL. OCWD warrants and represents that OCWD's Personnel will not hold themselves out as employees or agents of MVCC, nor seek to be treated as employees of MVCC for any purpose, including claims of



entitlement to fringe benefits provided by MVCC, or for Workmen's Compensation income, disability income, social security taxes or benefits, federal unemployment compensation taxes, state unemployment insurance benefits or federal income tax withholding at source.

6. **TERMINATION.** Either Party may terminate this Agreement without penalty, upon thirty (30) days written notice of its intention to terminate, including a statement of specific grounds for the request for termination. Any termination is subject to the payment to the County of all reasonable costs expended to date of termination or refund by the County of unexpended and uncommitted funds advanced.

7. **CONFIDENTIALITY.** Neither the County nor its Grant Writer will share any confidential information about MVCC with any third party, except when necessary to perform the tasks in this Agreement and approved in advance by the MVCC. Confidential information includes financial records, personnel information, client data, processes, procedures, and the like.

8. **NON ASSIGNMENT.** Neither Party shall assign, transfer, convey, sublet or otherwise dispose of the Agreement or of his right, title or interest therein, or his power to execute this Agreement, to any other person or corporation without the previous consent, in writing, by the other.

9. **INSURANCE.** The County agrees that it shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Worker's Compensation Law at statutory New York limits.

10. **CHOICE OF LAW/FORUM.** Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

11. **SEVERABILITY.** If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

12. **ENTIRE AGREEMENT.** This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement. Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all Parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument.

13. **INCORPORATION BY REFERENCE.** All exhibits, and attachments to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached. The Oneida County Standard Addendum, attached hereto as **EXHIBIT C**, is deemed incorporated in this Agreement. MVCC agrees to comply with the terms and conditions of the Oneida County Standard Addendum.

14. **NON WAIVER.** No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

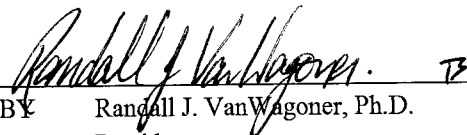
15. AUTHORITY TO ACT/SIGN. MVCC hereby represents, warrants, personally guarantees and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by MVCC of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of MVCC. No other action on the part of MVCC or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize MVCC to enter into this Agreement, or to consummate the transactions contemplated herein.

IN WITNESS WHEREOF, the foregoing provisions and the exhibits to this Agreement have been examined by the undersigned, and the Parties hereto have caused this Agreement to be executed by their duly authorized agents.

FOR: Oneida County

FOR: MOHAWK VALLEY  
COMMUNITY COLLEGE


\_\_\_\_\_  
BY Anthony J. Picente, Jr.  
Oneida County Executive

  
BY Randall J. Van Wagoner, Ph.D.  
President

\_\_\_\_\_  
DATE

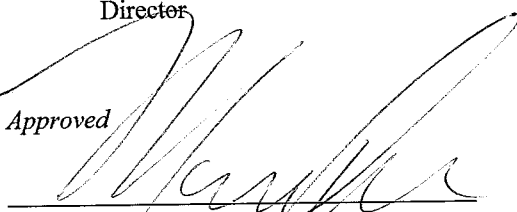
3/6/17.  
\_\_\_\_\_  
DATE

For OCWD

  
BY David Mathis  
Director

3/22/17  
\_\_\_\_\_  
DATE

Approved

  
BY Merima Smajic Assistant  
Oneida County Attorney

4/4/17  
\_\_\_\_\_  
DATE

**EXHIBIT A**  
**PROGRAM NARRATIVE**

**GRANT WRITER SERVICES**  
**MVCC GW-15-01**

Through this Agreement the Grant Writer shall:

1. Research and identify relevant funding sources.
2. Disseminate funding source information to college representatives.
3. Prepare and submit proposals to meet institution priorities and goals.
4. Serve as an active member of a grants strategic team.
5. Provide timely advice and information on funding opportunities, requirements and procedures.
6. Serve as a liaison between OCWD's grant efforts and MVCC.
7. Perform related duties as the need arises.

The Grant Writer will report to the Associate Vice President in coordinating efforts, and the Associate Vice President shall be responsible for providing information requested by the Grant Writer. . MVCC shall cover 50% of the Grant Writer's salary and documented expenses for the 12 month period as more fully described in the Budget Information Summary shown as **EXHIBIT B** (attached).

**BUDGET INFORMATION SUMMARY  
PY 2015 MVCC GW-15-1  
July 1, 2016 to August 31, 2017**

**SERVICES COSTS**

|                                                   |                             |                             |
|---------------------------------------------------|-----------------------------|-----------------------------|
| <u>A. Grant Writer Salary</u>                     |                             |                             |
| (\$3772.45 per pay period x 26 pay periods x 50%) |                             | <b>\$49,041.90</b>          |
| <br>                                              |                             |                             |
| <u>B. Staff Fringe Benefits</u>                   |                             |                             |
| 1. FICA (7.65% x Salary)                          | \$3,751.71                  |                             |
|                                                   | \$3,752.00                  |                             |
| <br>                                              |                             |                             |
| 2. Worker's Compensation                          |                             |                             |
| (2.20% x Salary)                                  | \$1,078.92                  |                             |
|                                                   | \$1,079.00                  |                             |
| <br>                                              |                             |                             |
| 3. Unemployment Insurance                         |                             |                             |
| 0.25% x Salary                                    | \$122.60                    |                             |
|                                                   | \$123.00                    |                             |
| <br>                                              |                             |                             |
| 4. Retirement                                     |                             |                             |
| 10.12% x Salary                                   | \$4,963.04                  |                             |
|                                                   | \$4,963.00                  |                             |
| <br>                                              |                             |                             |
| 5. Health Insurance                               |                             |                             |
| \$750 per month x 12 months x 50%                 | \$4,500.00                  |                             |
|                                                   | \$4,500.00                  |                             |
|                                                   | <u>                    </u> |                             |
| <b>TOTAL STAFF FRINGE BENEFITS</b>                |                             | <b>\$14,417.00</b>          |
| <br>                                              |                             |                             |
| <u>C. Program Operating Expenses</u>              |                             |                             |
| 2. Travel: \$.54 per mile x 1,000 miles           | \$540.00                    |                             |
| 3. Operating supplies                             | \$1,500.00                  |                             |
| 3. Indirect Administration Costs                  | \$2,000.00                  |                             |
|                                                   |                             |                             |
| <b>TOTAL PROGRAM OPERATING EXPENSES</b>           |                             | <b>\$4,040.00</b>           |
|                                                   |                             | <u>                    </u> |
| <br>                                              |                             |                             |
| <b>TOTAL SERVICES COSTS</b>                       |                             | <b>\$67,498.90</b>          |



**Exhibit C**  
**Standard Contract Clauses Addendum**

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

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

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

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

**1. Executory or Non-Appropriation Clause.**

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the tension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The Contractor's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance program; and
    4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
    1. Abide by the terms of the statement; and
    2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
  - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (0), (0), (d), (0), (f).
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
3. Place of Performance (street, address, city, county, state, zip code).
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.
4. **Health Insurance Portability and Accountability Act (HIPAA).** When applicable to the services provided pursuant to the Contract:
  - a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPPA," as well as all regulations promulgated by the Federal Government in furtherance hereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
    1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of

such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
    1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
    2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
    3. There is a material change in the business practices and procedures of the County.
  - e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.
5. **Non-Assignment Clause.** In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.
  6. **Worker's Compensation Benefits.** In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
  7. **Non-Discrimination Requirements.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee

hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.
9. **Non-Collusive Bidding Certification.** In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.
10. **Records.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall

take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

**11. Identifying Information and Privacy Notification.**

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

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

**14. Prohibition on Purchase of Tropical Hardwoods.**



- a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.
- b. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

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

**16. Gratuities and Kickbacks.**

- a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**17. Audit.**

- a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall

comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

**18. Certification of compliance with the Iran Divestment Act.**

- a. Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).
- b. Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.
- c. During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including,

but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

Anthony J. Picente Jr.  
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

January 30, 2017

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

FN 20 17-143

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.

Enclosed is a Purchase of Services Agreement for Utica Safe Schools/Healthy Students Partnership, Inc. d/b/a Safe Schools Mohawk Valley for Initial Response Team (IRT) services.

This agreement will provide IRT services with Family Group Conferencing (FGC) in the Utica City School District for children who are at-risk of out-of-home placement. The premise of the IRT FGC Model is to provide evidenced-based wrap around support to students who are exhibiting pre-PINS (Persons in need of Supervision) related behaviors, such as truancy and incorrigibility.

The term of this agreement is January 1, 2017 through June 30, 2017. The cost of this agreement is \$15,000 per month, and \$90,000.00 for the duration of the agreement, with a maximum local cost of 27.18% or \$24,462.00.

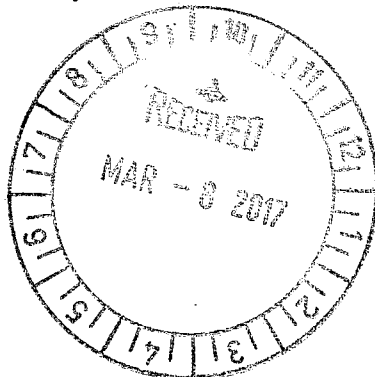
I am respectfully requesting that this matter be forwarded to the Board of Legislators for consideration at their next meeting.

Thank you for your consideration.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/vlc  
attachment



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

Anthony J. Picente, Jr.  
County Executive

Date 3/8/17

# 31803

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Utica Safe Schools/Healthy Students Partnership, Inc.  
d/b/a Safe Schools Mohawk Valley  
106 Memorial Parkway  
Utica, New York 13501

**Title of Activity or Services:** Initial Response Team (IRT)

**Proposed Dates of Operations:** January 1, 2017 – June 30, 2017

**Client Population/Number to be Served:** Youth in the Utica City School District who are at risk of out-of-home placement

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

To provide Initial Response Team (IRT) with Family Group Conferencing (FGC) in the Utica City School District for children who are at risk of out-of-home placement. The premise of the IRT FGC Model is to provide evidenced-based wrap around support to students who are exhibiting pre-PINS (Persons in need of Supervision) related behaviors such as truancy and incorrigibility.

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

Families will:

- Increase their ability to resolve conflict
- Show improvement in effective communication skills
- Increase their formal and/or informal support network

Youth will:

- Reduce occurrences of unexcused absences
- Reduce their use of drugs
- Reduce their use of alcohol
- Engage in pro-social activities

Program graduates will avoid out-of-home care within 12 months of graduating the program

**3). Program Design and Staffing Level -**

**Total Funding Requested:** \$15,000 per month, \$90,000.00 for the duration of the agreement.

**Oneida County Dept. Funding Recommendation:** Account # A6070.49547

**Mandated or Non-mandated:** Preventive services are mandated

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

|                |         |                     |
|----------------|---------|---------------------|
| <b>Federal</b> | 38.39 % | \$ 34,551.00        |
| <b>State</b>   | 34.43 % | \$ 30,987.00        |
| <b>County</b>  | 27.18 % | \$ <b>24,462.00</b> |

**Cost Per Client Served:**

**Past performance Served:** This was the third year the Department contracted with this provider for this service. Maximum support for this service is \$15,000.00 per month, and \$90,000.00 for the duration of the agreement.

**O.C. Department Staff Comments:**

**THIS IS AN AGREEMENT**, by and between County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, having its principal office at 800 Park Avenue, Utica, NY 13501 (hereinafter referred to as County), through its Department of Social Services (hereinafter referred to as Department), and Utica Safe Schools/Healthy Students Partnership, Inc. d/b/a Safe Schools Mohawk Valley, a domestic not-for-profit organized and existing under the laws of the State of New York, having its principal office at 106 Memorial Parkway, Utica, New York 13501 (hereinafter referred to as Contractor).

**WITNESSETH**

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

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

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

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

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

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

SECTION I: DEFINITIONS

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

1. Preventive Services shall be defined as these supportive and rehabilitative services provided to children  
*Utica Safe Schools/Healthy Students Partnership, Inc. d/b/a Safe Schools Mohawk Valley* #31803  
*Initial Response Team (IRT)* 1/1/17-6/30/17

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

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

2. Case Management shall be defined as the responsibility of the local Department of Social Services to authorize the provision of preventive services, to approve the client eligibility determination according to the criteria of 18 NYCRR Part 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428.
3. Case Planning shall be defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those preventive services needed by a child and his or her family to prevent disruption of the family or to help a child in foster care return home sooner. Case planning shall include, but not be limited to, referring such child and his family to other services as needed, including but not limited to educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Part 430.8 through 430.12 that such services are provided and providing casework contact as defined in paragraph (4) of this Agreement. Case Planner shall be defined as the caseworker assigned case planning responsibility.
4. Casework Contacts is defined as:
  - a. Individual or group face-to-face counseling sessions between the case planner and the child and/or the child's parents, relatives or guardians constitutes preventive services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature.
  - b. Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and family's



service plan.

5. Clinical Services shall be defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from casework contacts as defined in paragraph (4) of this Agreement.
6. Day Care Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.
7. Day Services to children as defined in 18 NYCRR Part 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and transportation services, for at least 3 but not less than 24-hours a day and at least 4 days per week excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, that service may be waived.
8. Emergency cash or goods shall be defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his family in an emergency or acute problem situation in order to avert foster care placement.
9. Emergency Shelter shall be defined as providing or arranging for shelter where a child and his family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement.
10. Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his parent, or legal guardians, or other caretakers and siblings. Family may include a woman who is pregnant as specified in 18 NYCRR Part 430.9(c)(6). Family may also include a child who does not live with his parents and needs services to prevent return to foster care.
11. Family Planning Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.
12. Home Management Services as defined in the Consolidated Services Plan off the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.
13. Homemaker Services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.
14. Housekeeper/chore services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law.
15. Parent Aide Services shall be defined as those services provided in the home and community that focus

on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and family/parent role performance. Techniques may include but not be limited to role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior.

16. Parent training shall be defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent/child relationships in order to avert a disruption in a family or help a child in foster care return home sooner than otherwise possible. Parent training may include child-parent interaction groups formed to enhance relationship and communication skills.
17. Transportation Services shall be defined as providing or arranging for transportation of the child and/or his family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a preventive service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's family.

#### SECTION II: TERM OF AGREEMENT

18. The term of this Agreement shall be from January 1, 2017 through June 30, 2017.

#### SECTION III: SCOPE OF SERVICES

19. It is mutually agreed between the Department and the Contractor that the Contractor shall furnish preventive services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.
20. The Department shall be responsible for determining the eligibility of persons for preventive services to be purchased by the Department. The Department shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.
21. The Department shall be responsible for case management which shall include authorizing the provision of preventive services, approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.
22. The Contractor agrees to provide preventive services in accordance with the program narrative, terms and conditions and reimbursement rates described in Appendix B of this Agreement.
23. The Contractor and the Department shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.

24. The Contractor and the Department agree to comply with Section 153 of the Social Services Law which requires all social services districts which purchase preventive services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.
25. The Contractor and the Department agree that a determination by the State Department of Social Services to deny reimbursement to the Department for the provision of preventive services for a child, pursuant to Sections 153 and 153-a through 153-k of the Social Services Law, shall not relieve the Department or the Contractor from which the Department has purchased preventive services, from its statutory or contractual obligations to continue to provide preventive services for the child or other children in its care.
26. Case Planning, along with casework contacts, shall be provided by the Contractor in accordance with Appendix B of this Agreement and as required by individual case plans 18 NYCRR Part 428.1 through 428.10.
27. The Contractor will review and discuss the service plan with the Department. Any changes in the plan or significant deviation therefrom, shall be submitted in a revised plan to the Department prior to the proposed implementation of the change. The Contractor shall implement the change upon receipt of written approval by the Department.
28. The Contractor agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

#### SECTION IV: FAIR HEARINGS

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

#### SECTION V: REIMBURSEMENT AND SERVICE FEES

30. The Department shall reimburse the Contractor for provision of preventive services in accordance with the claiming procedures and prescribed schedule of fees, if applicable, as set forth in Appendix B of this Agreement and in accordance with State and Federal regulations pertaining to reimbursement of preventive services.

#### SECTION VI: GENERAL RESPONSIBILITIES OF PARTIES

31. The governing board of the Contractor shall exercise oversight of its day to day affairs and programs. The Contractor shall have the responsibility for day to day provision of preventive services for each child serviced by it in accordance with this Agreement and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.
32. The Contractor will maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set forth in Appendix B of this Agreement.
33. The Contractor agrees to provide the services described in Appendix B of this Agreement at the principal location of:

Utica Safe Schools/Healthy Students Partnership, Inc.,  
106 Memorial Parkway  
Utica, New York 13501

The Contractor agrees to provide the Department written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan, outside of the aforementioned address(s).

34. The Department agrees to notify the Contractor with the person assigned to monitoring responsibility for Child Protective Services for the recipients receiving preventive services from the Contractor.

#### SECTION VII: BOOKS, RECORDS AND REPORTS

35. The Contractor shall keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, in addition to other recipients of service involved with the case, including the date such services were provided. The Contractor shall make such reports to the Department on the current status and progress of each recipient of service at intervals required in the State Department of Social Services Regulations.
36. All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
37. The records of individual recipients of services shall be made available to the Department upon request for consultation or review.

38. The Contractor shall maintain statistical records as required by the Department and will furnish such data at times prescribed by and on forms supplied by the Department.
39. The Contractor agrees to maintain financial books, records and necessary supporting documents as required by the Department. The Contractor will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the Department.
40. The Contractor agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after final payment for services to which they relate, during which time authorized County, State and/or Federal auditors shall have access to and the right to examine the same.
41. In addition to Paragraph 37, 38, 39 and 40 of this Agreement, and until the expiration of (6) years after the furnishing of services pursuant to this Agreement or any subcontract made pursuant to this Agreement, the Contractor and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of Contractor or subcontractor(s) that are necessary to certify the nature and extent of such costs.

#### SECTION VIII: ACCOUNTABILITY

42. The Department shall establish methods to evaluate the provision of preventive services by the Contractor pursuant to this Agreement. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the Contractor recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Contractor with regard to the preventive services provided to the children referred hereunder.
43. The Contractor agrees that a program and facilities review, as pertains to the delivery of preventive services under this Agreement, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description and meetings with and staff directly or indirectly involved in the provision of preventive services, may be conducted at any reasonable time by qualified personnel from those local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities.
44. The Department shall confer with the Contractor at least twice a year to discuss the Contractor's services purchased by the Department. This shall include but not be limited to such items as frequency of contact and planning with the natural family and significant others, scope of Service Plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and

vocational services were provided after the Contractor and the Department determined these were necessary. These semi-annual client reviews shall include determination of compliance to contract requirements.

45. If the Contractor significantly does not conform to the provisions of this Agreement after due written notice, the Department may take such actions or invoke such sanctions under this Agreement and any appropriate regulations issued by the State Department of Social Services as it deems necessary.
46. The Contractor shall not make any subcontract for the performance of this Agreement without prior written approval of the Department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement shall be void. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements governing purchase of services contracts and the Contractor is responsible for the performance of any subcontractor.
47. The Contractor covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Contractor's performance of the Services defined in Section III. The Contractor further covenants that in the performance of this Agreement, no person having such interest shall be employed. The names and addresses of the members of the Board of Directors of the Contractor are annexed to this Agreement.

#### SECTION IX: COMPLIANCE WITH LAW

48. The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The Contractor also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41.
49. The Contractor represents and agrees to be bound by the terms and conditions of Appendix A attached hereto and made a part hereof.

#### SECTION X: TERMINATION OF AGREEMENT

50. This Agreement may be terminated by mutual written agreement of the contracting parties.
51. This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachment thereto, provided that the Department shall give the Contractor written notice specifying the Contractor's failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the Contractor. The Contractor agrees not to incur new

obligations or to claim for any expenses incurred after receipt of the notification of termination.

52. In addition to the termination provisions set forth in paragraph 51 supra, the Department shall have the right to terminate this Agreement in whole or in part, if at any time Contractor has failed to comply with any Federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Contractor, required by Federal, State or County government is revoked, not renewed, or otherwise not in full force or effect, or in the event that a new such license, approval or certification is required and Contractor fails to secure it during the term of this Agreement.
53. When this Agreement is to be terminated pursuant to Paragraph 51 and 52 of this Agreement, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty days from the date of notice, unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty days from the date of notice. In any event, the effective date of termination shall not be later than the Agreement expiration date.
54. Upon termination or upon expiration of the term of this Agreement pursuant to Paragraphs 50, 51, or 52 supra, the Department will arrange for the transfer to another Contractor of all public charges then served by the Contractor. In order to reimburse that Contractor for all public charges not transferred by the effective date of termination, the Department and Contractor will negotiate an extension of this Agreement prior to the date of termination.
55. The Contractor shall comply with all Department close-out procedures, including but not limited to: account for and refund to the Contractor pursuant to this Agreement; not incur or pay any further obligation to be reimbursed to it under this Agreement beyond the termination date; and transmit to the Department or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any services provided under the terms of this Agreement.

#### SECTION XI: ENTIRE AGREEMENT

56. The Department and the Contractor agree that the Contractor is an independent Contractor and is not in any way to be deemed an employee of the County.
57. The Contractor agrees that it will at all times defend, indemnify and hold the County and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission by the Contractor, its officers or employees, with respect to this Agreement and any of the terms thereof.
58. This Contractor agrees that payment by the County will be contingent upon the Contractor submitting a claim form to the Accounting Department, which has been approved by the Department certifying the satisfactory completion of the Contractor's performance and setting forth the payment to be made.
59. This Agreement may not be assigned, transferred or in any way disposed of by the Contractor without

first having obtained written approval thereof from the Department.

60. The Contractor warrants that it is not in arrears to the County upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.
61. The Contractor warrants that it and its services staff, when necessary, have all of the licenses, approvals and certifications currently required by the laws of any applicable municipality. The Contractor further agrees to keep such required documents in full force and effects during the term of this Agreement, or any extension, and to comply within the required time to secure any new license so required.
62. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*



IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year first above written.

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County: \_\_\_\_\_

Anthony J. Picente, Jr., Oneida County Executive

\*\*\*\*\*

Approved: \_\_\_\_\_

Amanda Lynn Cortese, Special Assistant County Attorney

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County Department of Social Services: \_\_\_\_\_

Lucille A. Soldato, Commissioner

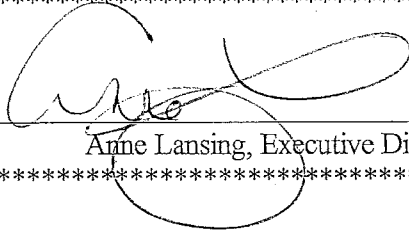
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Date: 2/3/17

Contractor: \_\_\_\_\_

Anne Lansing, Executive Director

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APPENDIX A

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract.

- I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
  - (a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
  - (b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.
  - (c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
  - (d) The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—
    - (a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or
    - (b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:
  - (a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
  - (b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the

- performance of work under this contract on the account of race, creed, color, sex or national origin.
- (c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and
  - (d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and
  - (e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:
- (a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
  - (b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).
  - (c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - \* (d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the

purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

\*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

\*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

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\*\*Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B

PROGRAM NARRATIVE, TERMS AND CONDITIONS and REIMBURSEMENT RATES

Initial Response Team (IRT)

Utica Safe Schools/Healthy Students Partnership, Inc. d/b/a Safe Schools Mohawk Valley

**SECTION I: PROGRAM NARRATIVE**

1. Contractor will provide Initial Response Team (IRT) with Family Group Conferencing (FGC) in the Utica School District for children who are at risk of out-of-home placement. The premise of the IRT FGC Model is to provide evidenced-based wrap around support to students who are exhibiting pre-PINS (Persons in need of Supervision) related behaviors such as truancy and incorrigibility.
2. Contractor has expertise and a thorough understanding of the IRT Model and a thorough understanding of the Social Services system and resources in the community. IRT has been used as a means to facilitate permanency outcomes for youth at-risk of placement out of the home and reduce recidivism for youths involved in the child welfare system.
3. IRT is voluntary, strengths-based approach where the student and their family are empowered to take ownership over the service plan by working with team members to identify their strengths and needs and what supports are necessary for the student to be successful. After a plan is developed the student shall be monitored by the IRT specialist and/or Probation Officer who will monitor progress, ensure follow through and fidelity to the Service Plan goals and objectives, and provide direct services to the student when applicable.
4. Students enrolled in IRT have demonstrated improvements in three key areas that indicate academic success and affect graduation rates; Grades, Attendance, and Discipline. This is accomplished by working with the student and family in a supportive manner, rather than in a punitive fashion, that also holds the student and team members accountable, to follow through on the goals and objectives of the service plan. The student shall receive routine follow up and support to help them identify and overcome challenges in the school and home settings as well as finding ways to better engage them in school through a variety of outlets.
5. The program is for at-risk youth and has been applied in a variety of multiethnic, multicultural contexts to treat a range of youth and their families. Targeted youth generally are at risk for delinquency, violence, substance use, and other behavioral problems.

**SECTION II: TERMS AND CONDITIONS**

1. The program shall service at risk youth that have a current open services case with the Department of Social Services. All referrals to program must be approved by the Department.
2. The Contractor shall maintain a no refusal policy of any youth to the program referred by the Department.
3. During school closings such as holiday vacations and summer vacations the at-risk youth shall be provided services by the IRT Program, in-home and/or in the community to ensure that the youth has supports to reduce the risk of placement.
4. All reports required of the Contractor herein are required by Federal, State or Local law, rule or Regulation.
5. Duties of the IRT Specialist shall include but are not limited to the following:
  - a. Receive referrals to IRT program and submit to Department for approval;
  - b. IRT will verify approval with the Department;
  - c. Schedule IRT meeting;
  - d. Complete CANS intake;
  - e. Pre-Conference with Probation;
  - f. Facilitate IRT Meeting;
  - g. Establish a IRT Plan;
  - h. Make copies for school, parent, and Department file;
  - i. Weekly monitoring of Plan Agreement and provision of any services outlined in the plan;
  - j. Weekly follow up with school, Department Caseworker and parents to monitor progress;
  - k. Daily/weekly review of school records;
  - l. Completion of weekly activity logs to be given to Department;
  - m. Monthly principal report outlining program progress and copy to Department;
  - n. Complete Initial Screening survey with Parents and School Personnel at Intake and then again after 90-days in the program.
6. The work activities of program shall include but are not be limited to:
  - a. All referrals to this program must be made by the Department. Upon receiving the appropriate referral from the Department, the Contractor shall follow the established procedures as agreed upon by both the Department and Contractor.
  - b. Contractor shall make contact with youth and families within twenty-four (24) hours of approval of referral, and notify the referring worker when contact has been made.
  - c. IRT Specialists shall maintain the following documentation: intake paperwork, assessments of the youth and family, and weekly summaries after each visit with the family noting the progress, issues, and concerns. The same shall be submitted to Department on a weekly basis.
  - d. Department shall be notified immediately if risk of placement escalates based on child or family behaviors.

- e. Upon completion of program, staff shall complete a closing assessment with the youth and family similar to the intake assessment to evaluate effectiveness of program. A copy shall be provided to Department.
  - f. Upon completion of program IRT, Contractor shall follow up with families at three (3) intervals as follows: the first contact is at three (3) months, the second contact at six (6) months and the third contact at twelve (12) months after completion of program utilizing phone contacts.
  - g. Contractor shall provide trainings to the Department on a regular basis to assure program processes are clear and functioning effectively.
  - h. Contractor shall provide reporting and assessment forms acceptable to the Department of Social Services.
  - i. The Contractor shall participate in the Committee on Appropriate Placement (CAP) meetings and other treatment meetings as requested by the Department in order to fulfill its obligations under this Agreement.
  - j. Contractor shall participate in the case planning/service plan meeting scheduled by the Department in order to fulfill its obligations under this Agreement.
7. The Contractor shall:
- a. Provide linkage to an integrated system of community-based diversion services;
  - b. Promote the development of community-based services as an alternative to institutionalization.
  - c. Provide monthly reports and a final statistical report of services provided by the Contractor under this program to the Department, as well as any other reports reasonably requested by the Department.
  - d. The Contractor shall keep accurate records for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, including the date such services were provided. The Contractor shall provide such reports to the Department on the current status and progress of each recipient of services at intervals required.
  - e. Hold all information contained in Contractor's files pursuant to this Agreement confidential pursuant to the applicable provision of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
  - f. Complete a Contract Staffing Report upon completion of a fully executed Agreement. The Contractor shall maintain program staff for the duration of this agreement and complete a Contract Staff Vacancy Report upon any changes.
8. Program target and outcomes:
- a. 60% of families will increase their ability to resolve conflict;
  - b. 60% of families will show improvement in effective communication skills;
  - c. 60% of families will increase their formal and/or informal support network;
  - d. 60% of youth will reduce occurrences of unexcused absences;
  - e. 60% of youth will reduce their use of drugs;



- f. 60% of youth will reduce their use of alcohol;
- g. 60% of youth will engage in pro-social activities;
- h. 60% of program graduates will avoid out-of-home care within twelve (12) months from graduating the program.

### **SECTION III: REIMBURSEMENT**

1. Contractor shall be reimbursed the sum of FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00) per month for performance of the services detailed in this Agreement. Total reimbursement to Contractor for the term of this Agreement shall not exceed NINETY THOUSAND DOLLARS AND ZERO CENTS (\$90,000.00).
2. The Contractor shall bill monthly on vouchers with Contract number and Name provided by the Department. The vouchers will have attached:
  - A. Listing of "Itemized Individual Billing for Preventive Services" with Case name, Case number, Case Manager's name, and Services and Contacts provided;
  - B. Other data which shall be mutually agreed upon.

### **SECTION IV: PERFORMANCE OF SERVICES**

1. Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. Contractor shall use Contractor's best efforts to perform the Services such that the results are satisfactory to the County. Contractor shall be solely responsible for determining the location, method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.
2. Contractor may, at Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the County, and the County shall have no obligation to provide Assistants with any salary or benefits. Contractor shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the County, in in compliance with any and all applicable Federal, State or Local Laws and Regulations. Contractor shall expressly advise the Assistants of the terms of this Agreement.
3. Contractor acknowledges and agrees that Contractor and its Assistants have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.
4. Contractor shall inform the County within twenty-four (24) hours if he/she is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. Contractor maintains the right to do so at any time, and County maintains the right to contract with other

individuals or entities to perform the same services.

**SECTION V: INDEPENDENT CONTRACTOR STATUS**

1. It is expressly agreed that the relationship of the Contractor and its Assistants to the County shall be that of an Independent Contractor. Neither the Contractor nor its Assistants shall be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor and its Assistants, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
2. Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Contractor and County agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.
3. Neither the Contractor, nor its Assistants, shall be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
4. Contractor acknowledges and agrees that neither Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.
5. Contractor shall be solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State of Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
6. The Contractor shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
7. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the County and the Contractor shall have the right to participate in any conference, discussion, or

negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

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

## **SECTION VI: INSURANCE REQUIREMENTS AND INDEMNIFICATION**

1. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
  - a. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
    - i. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
    - ii. Oneida County and all other parties required of the Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations.
    - iii. Abuse and Molestation coverage must be included
  - b. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.
    - i. Coverage for review of cases and resulting Professional assessment.
    - ii. Coverage for Abuse and Molestation.
  - c. Automobile Liability
    - i. Business Auto Liability with limits of at least \$1,000,000 each accident.
    - ii. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

- iii. Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

d. Commercial Umbrella

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

e. Workers Compensation and Employers Liability

- i. Statutory limits apply.

2. **Waiver of Subrogation**: Contractor waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, Automobile Liability, Umbrella Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
3. **Certificates of Insurance**: Prior to the start of any work the contractor shall provide a certificate of insurance to Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Oneida County.
4. **Indemnification**: The Contractor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by Contractor and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this agreement.

**SECTION VII: EXPENSES**

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

**SECTION VIII: TRAINING**

1. Contractor shall not be required to attend or undergo any training by the County. Contractor shall be fully responsible for its own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

**SECTION IX: MISCELLANEOUS PROVISIONS**

1. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided.
2. The Contractor agrees to prepare and provide the department any and all monthly reports required by the County and State Governments.
3. Financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and/or federal personnel. Contractor financial records for the contracted program must be completed and available to the Department of Social services fiscal staff for review and Audit upon request.
4. The Contractor agrees that the equipment purchased under this contract is the property of the department and shall revert to the Department upon any termination or failure to renew the contract.

**SECTION X: TERMINATION**

1. The Agreement may be terminated with a 30 day written notice by either party.

**SECTION XI: ADVICE OF COUNSEL**

1. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

## APPENDIX C

### STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

#### Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

#### Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
  - a. By certified or registered United States mail, return receipt requested;
  - b. By Facsimile transmission;
  - c. By personal delivery;
  - d. By expedited delivery service; or
  - e. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to-time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days

written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

#### GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
  - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT,



- (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.
- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
  - i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
  - j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
  - k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
  - l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
  - m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash

receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

- a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
- b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
- c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
- d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
- e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:
  - The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
  - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
  - The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
  - The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
  - The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
  - The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
  - The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a

responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:  
[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

## REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

## CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.
- c. Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

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

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

- d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services  
Contract Administration Office, 9<sup>th</sup> Floor  
800 Park Ave  
Utica, New York, 13501

#### PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the

right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

## PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

## TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

## CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

## FISCAL SANCTION



In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A Department, County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

#### ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses

occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

#### RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

#### COMPLIANCE WITH LAW

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

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

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

The Contractor attests they have not been debarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

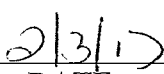
This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver,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

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

Utica Safe Schools/Healthy Students Partnership, Inc., d/b/a Safe Schools Mohawk Valley  
NAME OF CONTRACTED AGENCY

Anne Lansing, Executive Director  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

   
SIGNATURE 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 1<sup>st</sup> day of January, 2017, between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

**1. Executory or Non-Appropriation Clause.**

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal

Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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

c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and

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

2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:

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

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

1. The dangers of drug abuse in the workplace;
2. The Contractor's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
- c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
  1. Abide by the terms of the statement; and
  2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
  1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
  2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

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

When applicable to the services provided pursuant to the Contract:

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

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

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

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

c. The Contractor shall:



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

- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent

unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**6. Workers' Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**8. Wage and Hours Provisions.**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent

with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

#### **9. Non-Collusive Bidding Certification.**

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

#### **10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

#### **11. Identifying Information and Privacy Notification.**

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.**

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

**13. Governing Law.**

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

**14. Prohibition on Purchase of Tropical Hardwoods.**

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

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

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

**16. Gratuities and Kickbacks.**

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

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

**17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

**18. Certification of compliance with the Iran Divestment Act.**

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint

bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

**Anthony J. Picente Jr.**  
County Executive

**Lucille A. Soldato**  
Commissioner



**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

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

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

March 9, 2017

FN 20

17-144

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

HEALTH & HUMAN SERVICES

Anthony J. Picente Jr.  
County Executive

Dear Mr. Picente:

**WAYS & MEANS**

Date

4/4/17

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

Enclosed is a Purchase of Services Agreement with Hillcrest Educational Foundation, Inc. The Institution provides specialized Institutional Foster Care and adoption services for those children who are unable to remain at home with their biological parents due to behavioral issues at home or in the community, voluntary transfers of custody to Oneida County Department of Social Services and children who have been determined by Family Court to be delinquent or persons in need of supervision.

New York State Office of Children and Family Services assign the rates for the facilities. The term of this Agreement is valid upon execution through June 30, 2018. The Department's annual anticipated cost for this contract is approximately \$327,349.15 with a local cost of 30% or \$98,204.75. This amount is based on 1 youth placement at this facility.

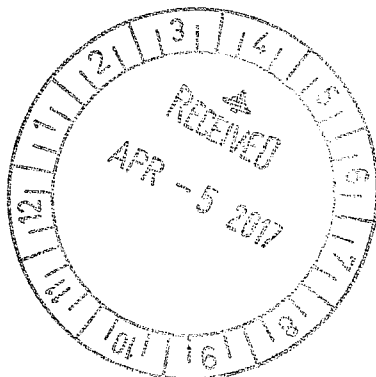
The total maximum cost for all institutional level contracts for the duration of this agreement will not exceed \$6,000,000.00.

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

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/vlc  
Attachment



# 96201

Oneida Co. Department Social Services

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other \_\_\_\_\_ X

Oneida County Board of Legislators  
Contract Summary

**Name of Proposing Organization:** Hillcrest Educational Foundation, Inc.  
788 South Street  
Pittsfield, MA 01201

**Title of Activity or Services:** Institutional Foster Care for Children

**Proposed Dates of Operations:** Date of Execution through June 30, 2018

**Client Population/Number to be Served:** Children in need of Institutional Foster Care up to age 18 or in some cases 21.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

To provide institutional foster care for those children under the age 18 or in some cases 21 who have been adjudicated as a Person In Need of Supervision (PINS) or Juvenile Delinquent (JD) and those whose parents or legal guardians have voluntarily transferred custody to Oneida County Department of Social Services, or those children whose custody has been involuntary committed by the court, to an authorized agency or a foster parent in accordance with section 384-b of the Social Services Law or article 6 of the Family Court Act.

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

Placement services including Family Foster Care and/or Institutional levels of care for children who are unable to remain at home with their biological parents due to behavior issues in the home or community, voluntary transfer of custody to Oneida County Department of Social Services or those children who have been determined by Family Court to be JD or PINS.

**3). Program Design and Staffing Level - N/A**

**Total Funding Requested:**

Rates are determined by New York State Office of Children and Family Services.



**Oneida County Dept. Funding Recommendation : A6119.495**

The total maximum cost for all institutional level contracts for the duration of this agreement will not exceed \$6,000,000.00.

**Mandated or Non-Mandated:** Mandated Service

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

|         |          |                 |
|---------|----------|-----------------|
| Federal | 36.5 % = | \$ 2,190,000.00 |
| State   | 33.5 % = | \$ 2,010,000.00 |
| County  | 30.0 % = | \$ 1,800,000.00 |

**Cost Per Client Served:** This is the first year for this agency.

**The department anticipates utilizing this agency for one child at a daily rate of \$896.84, with an annual anticipated cost of approximately \$327,349.15 with a local cost of 30% or \$98,204.75**

**Past performance Served:**

**O.C. Department Staff Comments:** The Department contracts with a number of Institutions and or adoption service providers to ensure the availability of services when needed.

**AGREEMENT  
FOR PURCHASE OF FOSTER CARE FOR CHILDREN**

This AGREEMENT made the date of execution, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, through the Oneida County Department of Social Services, hereinafter called the Department, located at 800 Park Avenue, Utica, New York 13501, and Hillcrest Educational Foundation, Inc., a non-profit corporation organized and existing under the laws of the State of Massachusetts, hereinafter called the Agency or Contractor, located at 788 South Street, Pittsfield, Massachusetts 01201, a foster care agency otherwise authorized to provide foster care services pursuant to New York Social Services Law §374-a.

WHEREAS, the Commissioner of Social Services of the County of Oneida, hereinafter Commissioner, is charged with the responsibility for the administration of all child welfare services in the County of Oneida pursuant to Section 395 et seq. of Social Services Law; and

WHEREAS, the Agency, under the terms of its corporate authority has the power to provide the services required to be performed pursuant to this Agreement, and

WHEREAS, the Department believes that the amount of funds to be paid to the Agency is reasonable and necessary to provide quality services;

NOW THEREFORE, in consideration of the mutual promises herein contained the Department and the Agency mutually agree as follows:

**SECTION I- DEFINITIONS**

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

1. **ADULT PERMANENCY RESOURCE** means a caring committed adult who has been determined by the Department to be an appropriate and acceptable resource for a child and is committed to providing emotional support, advice and guidance to the child and to assisting the child as the child makes the transition from foster care to responsible adulthood.
2. **AGENCY BOARDING HOME**, as defined in 18 NYCRR 441.2(i) and as described in 18 NYCRR Part 447, means a family-type home for the care and maintenance of not more than six (6) children operated by an authorized agency, in quarters or premises owned, leased or otherwise under the control of such agency, except that such a home may provide care for more than six (6) brothers and sisters of the same family.
3. **AGENCY WITH DESIGNATED CASE PLANNING RESPONSIBILITY** is the Department or voluntary authorized agency of the assigned Case Planner.

4. **ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE** means a permanency planning goal to assist foster care youth in their transition to self-sufficiency by connecting the youth to an adult permanency resource, equipping the youth with life skills and, upon discharge, connecting the youth with any needed community and/or specialized services.
5. **ASSIGNED ROLE** means the role in the family services stage designated for each caseworker in the stage. The assigned role determines worker responsibilities and contract obligations of the worker's Department or Agency. Assigned roles are always initially designated by the Department and include: case manager, case planner, caseworker, and child protective services monitor. After a role is assigned to an Agency worker, it may be reassigned to another worker within that Agency.
6. **ASSOCIATED CASE WORKER** is a case worker, other than the case planner for the family, who is responsible for assessment, service provision, and planning for one or more specific child(ren) placed in the worker's Agency.
7. **AUTHORIZED AGENCY**, as defined in section 371(10)(a) and (b) of the Social Services Law, includes either a social services district, an Indian tribe that has entered into an agreement with the New York State Office of Children and Family Services to provide foster care, or a corporation organized under the laws of New York State and approved by the New York State Office of Children and Family Services to provide foster care.
8. **CASE CONSULTATION** means the steps taken to assist in the development of the permanency hearing report and preparation for the permanency hearing in accordance with the standards set forth in 18 NYCRR 428.9(b) and (c).
9. **CASE INITIATION DATE (CID)** means the earliest of:
  - a. the initial date of application for foster care services, mandated or non-mandated preventive services for children;
  - b. the date that a report to the Statewide Central Register of Child Abuse and Maltreatment is determined to be indicated;
  - c. the date of placement of a child in foster care pursuant to Article 3 or 7 of the Family Court Act or the date of removal of a child from his or her home which led to placement in foster care either pursuant to Article 10, 10-B or 10-C of the Family Court Act or section 383-c, 384 or 384-a of the Social Services Law or placement in the direct legal custody of a relative or other suitable person by the court pursuant to Article 10 of the Family Court Act; or
  - d. the date of a court-ordered preventive services or commitment of care, custody and/or guardianship of a child to the Department for placement with a voluntary authorized agency or foster parent.
10. **CASE MANAGEMENT** means those activities referenced in 18 NYCRR 428.2(b) related to overseeing all aspects of a case, including but not limited to: the making of

timely and accurate eligibility determinations and service authorizations; following procedural safeguards regarding protection of the rights of the parents and child; providing care, maintenance and services appropriate to the child's needs; accepting voluntary placement agreements under appropriate circumstances; timely initiating all appropriate judicial proceedings; approving each family assessment and service plan; and timely and accurate entry of all data required to be entered in the Welfare Management System (WMS), the Child Care Review Service (CCRS), CONNECTIONS and any other Statewide automated child welfare information system designed by the New York State Office of Children and Family Services. Case management is always the responsibility of the Department.

11. **CASE MANAGER** is an employee of the Department with responsibility to authorize the provisions of services; to approve client eligibility determinations according to 18 NYCRR 423.3(b), 430.9, 430.10 and 432.2; and to approve in writing or by electronic equivalent the family assessments and service plans, as defined in 18 NYCRR Part 428. The case manager is responsible for role assignment in the family services stage.
12. **CASE PLANNING** means those activities referenced in 18 NYCRR 428.2(c) necessary for provision, arrangement, coordination and evaluation of the services specified in the child and family's service plan. In addition, case planning includes referring the child and his or her family to providers of services as needed, and delineating the roles of the various service providers. Case planning responsibility also includes documenting client progress and adherence to the service plan by recording in the Uniform Case Record that such services are provided, as required by 18 NYCRR Part 428 and 18 NYCRR 430.9 through 430.12, and making casework contacts or arranging for casework contacts as required under 18 NYCRR 423.2(b)(3), 423.4(c)(1)(ii)(d)(2), 432.2 and 441.21.
13. **CASE PLANNER** is the caseworker with the primary responsibility for providing, or coordinating and evaluating, the provision of services to the family. The case planner delineates the roles of the various service providers and requires collaboration among all the case workers assigned to the family services stage so that a single family assessment and service plan is developed. The case planner is responsible for the family assessment and service plan and its submission to the case manager for approval. There is a single case planner, who may be an employee either of the Department or the Agency, assigned per family services stage. The case manager may be assigned as the case planner and perform the dual roles of case manager and case planner, except for approval of the family assessment and service plan which becomes the responsibility of the case manager's supervisor in this instance.
14. **CASE WORKER** is any additional Department or Agency staff other than case manager or case planner directly involved in a child welfare case who provides services to any family member, or assesses, evaluates, makes casework contacts, and/or arranges or coordinates one or more aspects of service delivery. The case worker contributes to the development of the family assessment and service plan as directed by the case planner. There may be multiple case workers assigned to a family services stage.

15. **CHILD PROTECTIVE SERVICES MONITOR** is an employee of the Department's child protective service who is monitoring services being provided by someone other than a child protective service employee to the children and family named in an indicated report of child abuse or maltreatment.
16. **DEEMED TO HAVE A GOAL OF DISCHARGE TO ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE** means any child sixteen (16) years of age or older who has resided in foster care for at least twelve (12) months within the past thirty-six (36) months and who has a goal of discharge to parents or relatives or adoption. The category "deemed to have a goal of discharge to another planned living arrangement with a permanency resource" requires the same services as if the child has a goal of discharge to another planned living arrangement with a permanency resource.
17. **DISCHARGE SERVICES** means supervision services and may include the provision of, referral to, or coordination with other appropriate services, when the child has been returned to the home of his or her parents, other relatives, primary resource person or an adult permanency resource, as described in 18 NYCRR 430.12.
18. **FAMILY ASSESSMENT AND SERVICE PLAN** means the assessment and analysis of the family members' strengths, needs and problems; and the plan for services, as required by 18 NYCRR Part 428.
19. **FAMILY SERVICES INTAKE** means the CONNECTIONS stage for documentation of family information and events prompting the opening of a family services stage. A family services intake must be completed before a family services stage can be opened.
20. **FAMILY SERVICES STAGE** means the CONNECTIONS stage for documentation of cases open for child welfare services. There can be only one (1) open family services stage for a family per social services district. The family services stage is linked to a family case that is comprised of all past and current stages for the family.
21. **FUNDING ELIGIBILITY** means the initial determination of a family's eligibility for foster care services and required periodic re-determinations consistent with provisions of federal and State statutes and regulations, including but not limited to Title IV-E of the Social Security Act.
22. **FOSTER CARE OF CHILDREN** means all activities and functions provided relative to the care of a child away from his or her home twenty-four (24) hours per day in a foster family free home or a duly certified or approved foster family boarding home, or a duly licensed or certified group home, agency boarding home, child care institution, health care facility or any combination thereof. Foster care of children also means activities and functions relative to the care of a child away from his or her home twenty-four (24) hours per day in a home or facility operated or licensed by the New York State

Office of Mental Health, New York State Office for People With Developmental Disabilities, , or the New York State Office of Alcohol and Substance Abuse Services in accordance with the provisions of section 398(6)(g)(2) of the Social Services Law and the memorandum of understanding between the New York State Office of Children and Family Services and such Office in accordance with Title IV-E of the Social Security Act.

23. **FOSTER CHILD** means a child who meets the criteria of 18 NYCRR 441.2(a). A foster child also includes a child placed in the care and custody of the Department as a destitute child in accordance with Article 10-C of the Family Court Act.
24. **FOSTER FAMILY BOARDING HOME**, as defined in 18 NYCRR Part 443, means a residence owned, leased, or otherwise under the control of a single person or family who has been certified or approved by an authorized agency or by the New York State Department of Mental Hygiene or the New York State Office of Children and Family Services to care for children, and such person or family receives payment from the Agency for the care of such children.
25. **FOSTER PARENT** means a person, other than the child's parent, stepparent, or legal guardian, but including a relative within the third degree to the child's parent or stepparent, who is certified or approved to board children who are in the care, custody or guardianship of an authorized agency or the New York State Office of Children and Family Services, and who are placed for temporary or long term care.
26. **GROUP HOME**, as defined in 18 NYCRR 441.2(h) and as described in 18 NYCRR Part 448, means a family-type home for the care and maintenance of not less than seven (7), nor more than twelve (12) children who are at least five (5) years of age, operated by an authorized agency, in quarters or premises owned, leased or otherwise under the control of such agency, except that the minimum age limitation is not applicable to siblings placed in the same facility nor to children whose mother is placed in the same facility.
27. **INSTITUTION**, as defined in 18 NYCRR 441.2(f) and as addressed in 18 NYCRR Part 442, means any facility operated by an authorized agency for the care and maintenance of thirteen (13) or more children.
28. **LIFE SKILLS SERVICES** means services designated to assist foster children and former foster children to prepare for employment and post-secondary education, and to make the transition to responsible adulthood. Life skills services include, but are not limited to, structured programs of vocational training, life skills instruction, post discharge services and supervision until twenty-one (21) years of age.
29. **PERMANENCY HEARING REPORT** means a sworn report as defined in section 1087 of the Family Court Act prepared in accordance with section 1089 of the Family Court Act in the form and manner as required by the New York State Office of Children and Family Services. The permanency hearing report must be filed with the court and

submitted to the parties and other persons set forth in section 1089 of the Family Court Act no later than 14 days prior to each permanency hearing that includes, but not limited to, information regarding the health and well-being of the child, the reasonable efforts that have been made since the last permanency hearing to finalize the child's permanency plan and the recommended permanency plan for the child.

30. **PUBLIC CHARGE** means a child whose income and resources, including available parental support, are insufficient to meet the total cost of foster care, including the cost of clothing and providing for the child's special needs.
31. **REFERRAL** means a request made by the Department that the Agency provide a service for a public charge.
32. **PRIMARY RESOURCE PERSON** means any individual related or unrelated to a child who is determined by the Department and the Agency to be an actual or potential source of support, care or assistance for the child.
33. **SERVICE PLAN REVIEW** means a case conference, including at least the case planner or the child's caseworker and a third party reviewer. Efforts must be made to involve the child's parent(s), unless their rights to the child have been terminated, the child's guardian(s), the child ten (10) years of age or older, unless there is a documented reason related to the current necessity of placement why the child should not be involved, the child's current foster parent, caretaker relative or pre-adoptive parent and other participants to review and develop a service plan for the case in accordance with the standards set forth in 18 NYCRR 428.9 and 430.12(c)(2). A service plan review conference is required in order to complete the comprehensive assessment and service plan and family reassessment and service plan when a child is in foster care, except that a permanency hearing satisfies the requirements for a service plan review if such permanency hearing is held and completed within six (6) months of the previous service plan review.
34. **SUPERVISED INDEPENDENT LIVING PROGRAM** means one or more of a type of agency boarding home operated or certified by an authorized agency in accordance with 18 NYCRR Part 449 to provide a transitional experience for older foster children who, based on their circumstances, are appropriate for transition to the level of care and supervision provided in the program.
35. **SUPERVISION SERVICES** means referral to or coordination with other appropriate available services for a child, until the child becomes twenty-one (21) years of age, when the child has been discharged to another planned living arrangement with a permanency resource as described in 18 NYCRR 430.12.
36. **THIRD PARTY REVIEWER** means an administrator or other person not responsible for the case management or delivery of services to a case or in the direct line of

supervision for that case. The third party reviewer is a required participant in service plan reviews.

**37. UNIFORM CASE RECORD** means all documentation, both electronic and external, as required by 18 NYCRR Parts 428 and 466.

## **SECTION II - TERM OF AGREEMENT AND RENEWAL**

1. The term of this Agreement is from Date of Execution through June 30, 2018. If the Agreement is for a period in excess of twelve (12) months, the Department must review the Agreement on at least an annual basis for verification of conformance by the Agency and is continued for subsequent periods only if the Department determines that the Agreement continues to be in the best interest of the Department.
2. The parties hereto are under no obligation to renew this Agreement or to purchase or provide any care after the expiration of the term set forth herein or any renewal thereof, except as herein provided. Contractor should give notice in writing of its intention not to renew the Agreement at least six (6) months prior to the expiration of this Agreement.

## **SECTION III - SCOPE OF SERVICES**

1. It is mutually agreed between the Department and the Agency that the Agency will provide foster care services and provide or obtain appropriate medical services in accordance with the standards prescribed by the New York State Office of Children and Family Services and as prescribed by federal and New York State laws and regulations, including, but not limited to Article 6 of the Social Services Law; 18 NYCRR Parts 427, 428, 430, 431 and 441-451; and the Program Narrative, which is attached hereto and incorporated herein as Schedule A.
2. The Agency warrants that it and its staff have all the necessary licenses, approvals and certifications currently required by the laws of any applicable municipality or local, state or federal government. The Agency further agrees to keep such required licenses, approvals and certificates in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames. The Agency shall promptly notify the Department of any enforcement action taken with respect to such license, approval or certificate and any action the Agency is taking with respect thereto. The Department agrees to thereafter notify the New York State Office of Children and Family Services of such enforcement action and Agency remediation.
3. The Department is responsible for the determination of eligibility of children for foster care through all applicable funding streams pursuant to the regulations, policies and procedures of the New York State Office of Children and Family Services and applicable federal requirements. The Department is also responsible for the determination of



eligibility for federal adoption assistance, State adoption subsidy or kinship guardianship assistance in accordance with applicable federal and State standards.

4. The Department is responsible for the initial and continued authorization of Medical Assistance eligibility and verification of citizenship or qualified immigration status of children in foster care pursuant to the regulations, policies and procedures of the New York State Office of Children and Family Services, and the New York State Department of Health and applicable federal requirements. The Department is responsible for the review of the status of Medical Assistance eligibility and authorization of continuous coverage for Medical Assistance for children in foster care at the time of discharge from foster care.
5. The Agency agrees to provide foster care for children in accordance with the Program Narrative and rates of payment appended to this Agreement as Schedules A and B. These rates are to be negotiated in accordance with the regulations of the New York State Office of Children and Family Services.
6. The Agency and the Department must cooperate in collecting and entering data into the child welfare information systems (WMS, CCRS and/or CONNECTIONS) and any other statewide automated child welfare information system designated by the New York State Office of Children and Family Services in the form and manner required by the New York State Office of Children and Family Services. The Agency will provide such information to said data system as is required by the Department. The Agency, at the option of the Department, agrees to record information in WMS and CCRS, as required, until CONNECTIONS is implemented by the Department.
7. To the extent that CONNECTIONS is implemented in the local district, as determined by the New York State Office of Children and Family Services, CONNECTIONS will be the system of record and the Agency must enter and maintain required child welfare information, including but not limited to, person and family information, periodic family assessment and service plans, plan amendments, and Progress Notes in CONNECTIONS. The Agency must review all current information about its cases that is recorded by other workers in the family services stage. As additional components of CONNECTIONS are implemented in the district, as determined by the New York State Office of Children and Family Services, during the duration of this Agreement, CONNECTIONS will be the system of record in regard to such components and the Agency must enter and maintain required child welfare information in CONNECTIONS.
8. Once CONNECTIONS is implemented in the local district, the Agency may not use its own internal system in lieu of CONNECTIONS. The Agency agrees to comply with applicable statutory and regulatory standards for recording child welfare information including, but not limited to, 18 NYCRR Parts 428 and 466.  
The Agency must keep all CONNECTIONS equipment secure from theft and unauthorized use.

9. The Agency will not discriminate against employees, applicants for employment, or applicants for or recipients of services because of race, creed, color, national origin, gender, age, disability, marital status or sexual orientation.
10. The Department and Agency agree to provide the following in relation to each child covered by this Agreement. Department options are identified in Schedule C, which is attached hereto and incorporated into this Agreement.

#### **A. STANDARDS RELATED TO PLACEMENT**

##### **1. Intake for Family Services**

The Department, or the Agency at the option of the Department, will complete the family services intake, including but not limited to:

- a. completion of the Application for Services (DSS-2921);
- b. entry of demographic information into CONNECTIONS to create the Uniform Case Record Face Sheet;
- c. completion of all required CONNECTIONS Intake components; and
- d. performance of a person and case search to relate known persons and cases, unless the Department specifically retains this responsibility.

In the event the Agency completes the family services intake, it must submit it to the Department for acceptance within (5) [but no more than five (5)] days of taking the intake or the day upon which the child entered the Agency, whichever is earlier.

In the event that a child in the custody of the Department is placed by the court directly into the care of the Agency, or in the event a child in the custody of the New York State Office of Children and Family Services is placed directly into the care of the Agency, the Agency must complete the family services intake as described above and submit it to the Department for acceptance within (5) [but no more than five (5)] days of the day upon which the child entered that agency.

##### **2. Opening of a Family Services Stage and Designation of Case Planner**

Only the Department can open a family services stage. When the Department completes or accepts a family services intake, the Department will stage progress the family services intake to a family services stage and assign a worker role to the Agency that identifies Agency responsibilities in the family services stage.

The Department will open the family services stage and assign an Agency worker as either case planner for the family or case worker for the child at the time of the child's admission to the Agency or within (5) (but no more than five (5)) days of submission of the family services intake.

The Department will enter in CONNECTIONS the names and roles of any other case workers and service providers assigned to the case.

The provisions of this paragraph also apply to a child placed solely in the legal custody of the Commissioner of the New York State Office of Children and Family Services who is placed directly in the care of the Agency. For foster children placed solely in the legal custody of the Commissioner of the New York State Office of Children and Family Services and cared for by the Agency, the Department shall assign a role of case planner or case worker, as appropriate, in the Family Services stage to the Agency, and a role of case worker to the New York State Office of Children and Family Services within five (5) days of the family services intake. For those children in the legal custody of the Commissioner of the Department who are subsequently also placed into the legal custody of the Commissioner of the New York State Office of Children and Family Services and placed by the court in the care of the Agency, the Department shall determine and assign the case planner and the role of case worker to any other Agency staff and staff of the New York State Office of Children and Family Services, as appropriate, within five (5) days of intake. Such children shall be identified to be in the “joint custody” of the Commissioner of the Department and the Commissioner of the New York State Office of Children and Family Services.

### 3. Case Initiation Date (Day 1)

CONNECTIONS will calculate the Case Initiation Date (CID), in accordance with 18 NYCRR Part 428. The CID will be designated and displayed in CONNECTIONS as soon as a child protective services report is indicated, or upon worker entry of the date of application for services, date of removal/placement (depending on the category of foster care placement), or date of court-ordered services. The system will use the earliest of these dates as the CID.

### 4. Designation of Program Choice and Permanency Planning Goal

The Department or the Agency with designated case planning responsibility, at the option of the Department, must initially set child program choice(s) and a permanency planning goal. Where the Agency with designated case planning responsibility must initially set child program choice(s) and a permanency planning goal, the Agency with designated case planning and the Agency of the associated case worker must review and update program choice(s) and a permanency planning goal in CONNECTIONS, as appropriate, prior to opening each family assessment and service plan. The case planner, or the associated case worker at the direction of the case planner, must record programmatic eligibility for foster care placement and preventive services within each family assessment and service plan, while the Department must determine eligibility for all applicable funding streams.

The Department will remain responsible for reviewing the child’s permanency planning goal throughout the foster care episode and will make a determination as to whether the permanency plan goal for each child is appropriate and that the Agency has considered all appropriate options for discharge, including:

- a. return to parent or guardian;
- b. adoption;
- c. legal guardianship or legal custody
- d. placement with a fit and willing relative; or
- e. placement in another planned living arrangement that includes a significant connection to an adult who is willing to be a permanency resource for the child, if there is a compelling reason for determining that it is not in the best interests of the child to have any of the discharge options noted in a-d above. Another planned living arrangement includes either discharge to another planned living arrangement with a permanency resource or adult residential care.

The Department will notify the Agency with designated case planning responsibility if the Department requires a change to the permanency planning goal or if the permanency goal is modified by the court.

#### 5. Initial Family Assessment & Service Plan

The Agency with designated case planning responsibility must complete the initial family assessment and service plan and submit it to the case manager for approval no later than ten (10) days prior to the due date of the initial family assessment and service plan. The family assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager.

The Agency of the associated case worker must complete the initial family assessment and service plan components including case update, child strength, needs and risk scales, foster care issues, assessment analysis, and service plan outcome and activity blocks for the associated child, within the time period directed by the case planner.

Where there is a program choice of child protective, the case planner is responsible for the completion of the safety and risk assessment components of the family assessment and service plan, unless the child protective services worker/monitor is so designated by the Department. Completion of the safety and risk assessments is the responsibility of the case planner in non-protective cases.

If the Department places the child with the Agency within fifteen (15) days prior to the due date, or after the due date, of the initial family assessment and service plan, the Department will retain the role of case planner and such designated worker will complete the initial family assessment and service plan and submit it to the case manager for approval before assigning the Agency as designated case planner. A worker designated by the Agency will be assigned the role of caseworker in the interim. Where the Department case manager is also serving as case planner, the family assessment and service plan must be submitted to the case manager's supervisor for approval.

The provisions of this paragraph and paragraphs (6) and (7) of the section dealing with

“Standards Related to Placement” also apply to a foster child solely in the legal custody of the New York State Office of Children and Family Services who is placed directly in the care of the Agency. For a foster child placed solely in the legal custody of the New York State Office of Children and Family Services and cared for by the Agency, the Agency shall submit the family assessment and service plan to both the Department and the New York State Office of Children and Family Services for approval. The Department will have the ministerial CONNECTIONS role of case manager and the New York State Office of Children and Family Services will have the programmatic and functional role of case manager over such children. For children in the “joint custody” of the Commissioner of the Department and the New York State Office of Children and Family Services, the Agency shall submit the family assessment and service plan to both the Department and the New York State Office of Children and Family Services for approval. To the extent that the child is in the legal custody of the Commissioner of the Department, the Department, in cooperation with the New York State Office of Children and Family Services, retain the programmatic and functional role of case manager for such children.

#### 6. Comprehensive Family Assessment & Service Plan and Subsequent Reassessment Family Assessment & Service Plans

The Agency with designated case planning responsibility must complete the ninety (90)-Day comprehensive family assessment, the first family reassessment and service plan no later than two hundred and ten (210) days from the case initiation date and each six (6)-month subsequent family assessment and service for the case as long as the Agency is the designated case planner and the child remains in the care of that Agency, unless the child entered the care of the Agency within thirty (30) days prior to the date the comprehensive or reassessment family assessment and service plan is due.

If the child was previously in the care of another Agency that had case planning responsibilities, and entered the care of the Agency within thirty (30) days prior to the date the family assessment and service plan is due, the Agency with previously designated case planning responsibility must complete the family assessment and service plan for that period and reassignment of the case planner role will be delayed until after its approval. If the child was not previously in care but entered the care of the Agency within thirty (30) days prior to the date the family assessment and service plan is due, the Department will complete the family assessment and service plan for that period and delay reassigning the case planner role until after its approval.

The Agency with designated case planning responsibility must complete the appropriate family assessment and service plan and submit it to the case manager for approval no later than ten (10) days prior to the date it is due as specified in 18 NYCRR Part 428. The family assessment and service plan must be approved by the case planner’s supervisor prior to its submission to the case manager. The Agency of the associated case worker must complete the family assessment and service plan components including case update, child strength, needs and risk scales, foster care issues, assessment analysis, and service plan outcome and activity blocks for the associated child, within the time period directed by the case planner.

Where there is a program choice of child protective, the case planner is responsible for the completion of the safety and risk assessment components of the family assessment and service plan, unless the child protective services worker/monitor is so designated by the Department. Completion of the safety assessment is the responsibility of the case planner in non-protective cases.

The Department case manager will review and either approve or reject the family assessment and service plan no later than five (5) days following the submission of any family assessment and service plan.

If, after reviewing any family assessment and service plan, the Department disagrees with the assessment or the plan of services, the Department will contact the Agency with case planning responsibility within five (5) days of submission of the family assessment and service plan to discuss the area(s) of disagreement and necessary revisions. The modified family assessment and service plan, containing the revisions as agreed to by both parties, must be resubmitted by the Agency with case planning responsibility to the case manager for approval within five (5) days of the rejection of the family assessment and service plan. The assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager.

#### 7. Plan Amendment/Status Changes

If one of the following changes in program status occurs after completion of the initial, comprehensive or reassessment family assessment and service plan, and before the subsequent family assessment and service plan can be opened on the system, a plan amendment must be completed and submitted to the case manager for approval as required by 18 NYCRR Part 428:

- a. Preventive services are started for a child;
- b. Preventive services are ended for a child;
- c. Case open to CPS;
- d. Case closed to CPS;
- e. A child is removed from his or her home and enters or reenters foster care;
- f. A child is moved from one foster care setting to another;
- g. A child is removed from his or her home and is placed in the direct custody of a relative or other suitable person pursuant to Article 10 of the Family Court Act;
- h. A child becomes legally freed for adoption;
- i. A child is discharged (trial or final) from foster care, including finalization of adoption; or
- j. At the Department's option, the Agency must complete a plan amendment for a change to the visiting plan for a child, or for any other status change the Department so delegates.

The Agency with designated case planning responsibility or the Agency of the associated case worker of the relevant child, as determined by the Department, must complete the plan amendment as appropriate in accordance with the standards set forth in 18 NYCRR 428.7. The Agency with designated case planning responsibility must submit the plan amendment. The plan amendment must be approved by the case planner's supervisor prior to its submission to the case manager.

If a status change occurs subsequent to completion of the initial family assessment and service plan, it must be documented and approved by the Department within thirty (30) days of the change, except for when a case is opened for child protective services or child protective services are ended for a case, which must be documented and approved by the social services district having case management responsibility for the case within seven (7) days of the change. Except for the status changes referenced in (E) and (G) above, any other status change that occurs at the time of, or within sixty (60) days prior to, the due date of the next family assessment and service plan, the status change may be documented and approved as part of the next family assessment and service plan. Documentation within the family assessment and service plan must include all information regarding the status change required by the New York State Office of Children and Family Services. Such documentation must be provided in the form and manner as required by the New York State Office of Children and Family Services and, where appropriate or where a child has been removed from his or her home, must include a visiting plan and an update of the service plan for the family.

Documentation of status changes, whether on the plan amendment or within the family assessment and service plan, must include all information regarding the status change required by the New York State Office of Children and Family Services and, where appropriate, include an update of the service plan for the family.

#### 8. Progress Notes

The Agency must maintain Progress Notes as required by 18 NYCRR 428.5. Progress Notes must be recorded in CONNECTIONS. The Agency must also review all current information about its cases that is recorded by other workers in the family services stage.

#### 9. Maintenance of Current Information

The Agency is responsible for keeping demographic and tracked child detail information regarding the child and his/her family updated in CONNECTIONS. This includes designation of primary and secondary caretakers, maintenance of the family relationship matrix, and recording of child program choice(s) and permanency planning goal.

## 10. CONNECTIONS/UCR

The intake, family assessment and service plan, plan amendments, service plan reviews and Progress Notes must be recorded, submitted, approved, and maintained through CONNECTIONS.

## 11. Provision of Client Services

When any approved family assessment and service plan identifies needed services which the Agency does not provide, the Department, upon confirmation of the need for services, will directly provide or arrange for provision of those services to the clients.

## 12. Legal Activities

### a. 358-a Petitions

If the child enters foster care pursuant to a voluntary placement agreement executed pursuant to section 384-a of the Social Services Law or a surrender executed pursuant to section 384 of the Social Services Law, the Department is responsible for the filing of the 358-a petition for court approval of the voluntary agreement or surrender within the time frames specified in section 358-a of the Social Services Law.

### b. Permanency Hearings

- i. Permanency hearings must be held in accordance with the standards set forth in the Social Services Law and the Family Court Act.
- ii. For foster children placed pursuant to Article 10 or Article 10-C of the Family Court Act, sections 384 and 384-a of the Social Services and all foster children completely freed for adoption, the following standards apply: 1) the initial permanency hearing for a child completely freed for adoption must be commenced no later than thirty (30) days after the hearing at which the child was freed and must be completed no later than thirty (30) days after commencement; 2) the initial permanency hearing for a child who is not completely freed for adoption must be commenced on the date certain established by the court that may be no later than six (6) months from the date that is sixty (60) days after the child was removed from his or her home and must be completed within thirty (30) days after commencement; and 3) all subsequent permanency hearings must be commenced on the date certain established by the court that may be no later than six (6) months from the completion of the previous permanency hearing and must be completed with thirty (30) days after commencement.
- iii. The Department shall be responsible for the completion and the submission of the permanency hearing report required in accordance with Article 10-A of the Family Court Act, unless otherwise expressly specified by this Agreement.



- iv. For foster children placed pursuant to either Article 3 or 7 of the Family Court Act who are not freed for adoption the following standards apply: 1) the initial permanency hearing must be held no later that within twelve (12) months of the date the child is considered to have entered foster care or at an earlier date as required by State law or the court (for the purposes of this Agreement, a child is considered to have entered foster care pursuant to Article 3 or 7 on the date that is sixty (60) days after the child was removed from his or her home); and 2) all subsequent permanency hearings must be held every twelve (12) months from the preceding permanency hearing or at an earlier date as required by State law or by the court. Unless otherwise specified, the Department will file the petition for a permanency hearing.
- v. For all categories of placements, the Agency agrees to provide the designated Department case manager with all requested documents determined by the Department as necessary to support a petition for a permanency hearing or the permanency hearing report, as applicable and the Agency must provide the Department with such documentation in support of the (permanency hearing/extension) petition or the permanency hearing report at least thirty (30) days prior to the date the Department must submit the permanency hearing report or file the petition with the court.

c) Section 1089 Orders

The Department or Agency in receipt of an order of disposition issued pursuant to section 1089 of the Family Court Act must notify the other of such disposition. Such notice must be provided within ten (10) days of the receipt of the court's disposition or no later than five (5) days prior to any necessary action, whichever is earlier. The Agency must comply with the dispositional decisions, unless such decisions involve an order to finalize an adoption proceeding, in which case compliance is the responsibility of the Department.

If the Department or the Agency receives an order from the Family Court pursuant to section 1089 of the Family Court Act requiring diligent efforts or an order to initiate a proceeding to legally free a child for adoption, the Department or the Agency will notify the other in writing or electronically of the order and send a copy of the order to the Department or Agency. Notification will take place within ten (10) days of the receipt of the order. Once the Agency is notified of the court order, it is the Agency's responsibility to comply with the court order through working with the child and the family in regard to the exercise of diligent efforts. It is the responsibility of the Department or the Agency, at the option of the Department, to follow through on the necessary legal aspects of legally freeing a child for adoption.

d) Other Court Orders

The Department or Agency in receipt of any dispositional order of the court must notify the other of such disposition within ten (10) days of the receipt of the court's disposition, or no later than five (5) days prior to any necessary action, whichever is earlier. The Department will determine whether the Department or the Agency is responsible for carrying out orders of the court and so notify the Agency. The Agency must comply with any such orders so designated as their responsibility.

e) Agency Cooperation

The Agency agrees to provide appropriate staff as requested by the Department to testify in court in support of permanency goals or petitions for the extension of, or challenges to placement or in any other court proceedings where the testimony of staff of the Agency is deemed necessary by the Department. The Agency agrees to provide appropriate staff as requested by the Department to testify in court in support of a determination that reasonable efforts were made to finalize the foster child's permanency plan or to enable the foster child to return home safely.

f) Recording of Legal Activities

The Department, or the Agency at the option of the Department, must enter information regarding all filed legal petitions, court hearings and their resulting orders into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS legal functionality is implemented in the Department's district, as determined by the New York State Office of Children and Family Services, legal petitions, hearings and orders must be recorded in CONNECTIONS.

13. Registration and Photo Listing

The Agency must register and/or photo list with the New York State Adoption Service (NYSAS) any child in its care who is freed for adoption after the child enters the care of that Agency consistent with the standards and within the time frames specified by law and regulation including 18 NYCRR Part 420. If the Agency requires information from the Department for such registration and/or photo listing, it must notify the Department in writing of the information required. At the time the appropriate forms are sent to NYSAS, copies of the forms must also be sent to the Department.

The Agency must register with NYSAS any person who has applied to adopt a handicapped or hard to place child in accordance with the standards set forth in section 372-b(2-a) of the Social Services Law and 18 NYCRR Part 424.

The Department, or the Agency at the option of the Department, must enter information regarding adoption activities into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS adoption functionality is implemented in the Department's

district, as determined by the New York State Office of Children and Families, registration and photo listing must be recorded, maintained, submitted and approved through CONNECTIONS, as specified in Schedule C.

## **B. STANDARDS RELATING TO NECESSITY AND APPROPRIATENESS OF PLACEMENT**

### **1. Necessary Activities Prior to Placement**

If a child at risk of placement is unknown to the Department or is a sibling of another child who is currently in the care of the Agency, the Agency must notify the Department of an impending foster care placement within five (5) days of the identification of the child as being at risk of care so the Department can authorize the preventive services to be provided by the Agency and/or direct the Agency to locate alternative living arrangements for the child, as appropriate.

If authorized by the Department, the Agency must offer preventive services to the child and the child's family prior to the child's foster care placement and attempt to locate safe alternative living arrangements, pursuant to 18 NYCRR Section 430.10.

### **2. Necessity and Appropriateness of Placement**

The Department will require that the Agency with designated case planning responsibility, or the Agency of the associated case worker, document sufficient assessment information as required by 18 NYCRR 430.10 and 430.11 in the family assessment and service plan to justify the placement of the child into foster care and to justify the placement of a child into a specific type or level of placement. Such assessment must address the issue of educational stability of the foster child in accordance with 18 NYCRR 430.11(C)(1)(i) with regard to the initial and each subsequent foster care placement. If the placement does not meet the standards set out in 18 NYCRR 430.11 for that specific type/level of care, the Department will so notify the Agency and request modified and updated assessment information.

### **3. Continued Necessity and Appropriateness of Placement**

The Department will require that the decision to continue a child in a foster care setting and the decision to transfer a child to a specific type/level of placement are made pursuant to 18 NYCRR 430.10 and 430.11.

The Agency with designated case planning responsibility, or the Agency of the associated case worker, as determined by the Department, must document sufficient assessment information as required by 18 NYCRR 430.10 and 430.11 in the family assessment and service plan to warrant the continued placement of the child in foster care. If applicable, such documentation must justify the placement of the child in a more restrictive level of care than where the child was previously placed, and/or document compliance with the continuity of environment standards set forth in 18 NYCRR Section 430.11 if a change in placement has occurred since the prior family assessment and service plan review.

The Agency also must provide, or arrange for, services that attempt to alleviate the circumstances or needs of the child or the child's family that may be causing the child's placement.

### **C. DILIGENCE OF EFFORT**

#### **1. Consistency**

The Agency with designated case planning responsibility and the Agency of the associated case worker must verify and document that the service goals and tasks included in the family assessment and service plan for the child and/or family are related to the specific needs exhibited by the child and/or family which contributed to the child's eventual placement in care. The Agency must complete the family assessment and service plan for the child and/or family with supporting, relevant documentation.

#### **2. Service Plan Review**

The Agency with designated case planning responsibility, or other agency specified by the Department, must convene and hold the review panel for each service plan review in compliance with 18 NYCRR 430.12(c)(2) no earlier than sixty (60) days, but no later than ninety (90) days from the date the child was removed from his or her home, or where the child is placed in foster care pursuant to Article 3 or 7 of the Family Court Act, no earlier than sixty (60) days, but no later than ninety (90) days from the date the child was placed in foster care. The case planner or other convener is responsible for notifying the Department at least two (2) weeks prior to the scheduled review date and for inviting the case manager, and child protective services monitor if applicable, to attend the service plan review.

The Agency with designated case planning responsibility, or the Department at its option, is responsible for locating an independent third party reviewer to attend and participate at the service plan review. The Agency with designated case planning responsibility is responsible for inviting other case workers and service providers to the service plan review and obtaining their input into the service plan.

The Agency with designated case planning responsibility must make efforts to involve all required participants in the development and review of the service plan and at the case service plan review conference in compliance with 18 NYCRR 430.12(c)(2)(i)(a).

The Agency with designated case planning responsibility is responsible for inviting each participant in writing, or by electronic notice if the invitee has access to CONNECTIONS, at least two (2) weeks prior to the service plan review. The Agency must hold service plan reviews by the family assessment and services plan submission date in all cases.

A permanency hearing satisfies the requirements for a service plan review if such permanency hearing is held and completed within six (6) months of the previous service plan

review.

In accordance with 18 NYCRR 430.12 (c)(2)(i)(b), when possible, the Agency with designated case planning responsibility representative must, no later than thirty (30) days after the date of the service plan review, make face-to-face contact with the invited participants who were unable to attend the service plan review. At the face-to-face contact, the Agency must provide the participants with the information required by 18 NYCRR 430.12 (c)(2)(i)(b).

If the face-to-face contact is not possible, the Agency must send the invited participants a letter informing them that the service plan review was held and that a copy of the service plan and all other information required by 18 NYCRR 430.1(c)(2)(i)(b) will be made available to them upon request, provided, however, a copy of the service plan must be given to the child's parent(s).

The Agency must document in CONNECTIONS that each of the above requirements has been met.

### 3. Case Consultation

The Agency with designated case planning responsibility, or other specified agency at the option of the Department, must satisfy the case consultation requirements set forth in 18 NYCRR 428.9 for each child defined in section 1087 of the Family Court Act in preparation for each permanency hearing held in accordance with Article 10-A of the Family Court Act, including those where the permanency hearing will satisfy the requirement for the service plan review.

The case consultation must be conducted no earlier than sixty (60) days, prior to the date certain of the permanency hearing and must be completed with sufficient time to finalize and submit the permanency hearing report at least fourteen (14) days before the date certain for the permanency hearing.

The Agency with designated case planning responsibility, or other agency specified by the Department, must comply with the standards relating to participation, purpose and documentation of the case consultation process, as set forth in 18 NYCRR 428.9(b)-(c).

### 4. Casework Contacts

The Agency with designated case planning responsibility and the Agency of the associated case worker must maintain casework contacts with the child, the child's current foster care caretaker (or provider) and the child's parent or relative once the child enters the Agency's care. Casework contacts must be provided in accordance with 18 NYCRR 430.12(c)(3) and 441.21.

The Department has the option, on a case-by-case basis, to continue to provide case planning services and make casework contacts with the family. If the Department chooses to exercise this option, it will notify the Agency at the time the case is referred to the Agency and the Agency will be assigned the role of case worker.

#### 5. Visitation

The Agency with designated case planning responsibility and where there is one or more children placed in an Agency other than the Agency with case planning responsibility, the Agency of the case worker associated with the child will be responsible for facilitating visitation between the child and the child's parent and/or sibling(s), as required by 18 NYCRR 430.12(d)(1) and 431.10(e).

The Department has the option on a case-by-case basis to continue to provide services to the parents, siblings or relatives and to maintain the responsibility for facilitating the parent-child visitation. If the Department chooses to exercise these options, the Department will so notify the Agency no later than ten (10) days after the child's admission to the Agency.

#### 6. Time in Foster Care

If the child has a permanency planning goal of return to parents or relatives, the Department is responsible for reviewing the child's placement and court related information in CONNECTIONS and/or CCRS to take required actions under federal and New York State statute and regulation, including but not limited to, those requirements relating to permanency planning and/or the filing of a petition to terminate parental rights, as set forth in section 384-b(3)(l) of the Social Services Law and 18 NYCRR 430.12(e) and 431.9.

The Department will notify the Agency to review the case to determine if preventive services could aid in the discharge of the child, and to make a recommendation to the Department. If preventive services are authorized by the Department and cannot be provided by the Agency, the Department will notify the Agency regarding which specific agency is to provide such services.

#### 7. Unplanned Termination

Termination of Placement - The Agency must give the Department a minimum of a fifteen (15) days prior written notice of its intention to request the removal of a child in the Agency's care. Should termination of placement be necessary for any reason for a child specifically placed with the Agency by court order, the Department will seek termination or modification of the placement order in the appropriate Family Court.

At the point that the Agency can no longer provide for a child at the appropriate type and level of placement needed by the child within its own facilities, the Agency must notify the Department. The Department will thereafter conduct a diligent search of potential placement resources appropriate for the child within New York State, refer the child to any appropriate

identified resource, and provide updates to the Agency. At the point the search has been exhausted, a conference will be held by the Department case manager with the Agency. Following such conference, a notice of termination of placement with the Agency may be given by the Agency to the Department pursuant to the agreements reached at the conference.

#### **D. DISCHARGE TO ADOPTION/KINSHIP GUARDIANSHIP**

##### **1. Placement in Adoptive Home**

If the child has a permanency planning goal of discharge to adoption, the Agency, at the option of the Department, will locate an appropriate adoptive home for the child and place the child in such home with the knowledge and consent of the Department within the time frames set forth in 18 NYCRR 430.12(e). The Agency must not delay or deny placement of a child freed for adoption with otherwise suitable approved adoptive parents on the basis that the approved adoptive parents reside in a state or county different from that of the authorized agency with custody and guardianship of the child. The Agency agrees to comply with the standards forth in the Howard M. Metzenbaum Multiethnic Placement Act of 1994 (P.L. 103-382), as amended by the Small Business Job Protection Act of 1996 (P.L. 104-188) relating to the placement of children in foster care and adoption.

##### **2. Finalization of Adoption**

- a. If the permanency plan for the child is adoption or placement in a permanent home other than that of the child's parent and the Agency is an approved adoption agency, the Agency must document in Progress Notes and in the family assessment and service plan, the steps taken to find an adoptive family or other permanent living arrangement for the child; to place the child directly or through another authorized agency with an adoptive family, a fit and willing relative, a legal guardian/legal custodian, including through a kinship guardianship arrangement or in another planned permanent living arrangement; and to finalize the adoption or legal guardianship/legal custody. At a minimum, such documentation must include child specific recruitment efforts such as the use of state, regional, and national adoption exchanges including electronic exchange systems. Such documentation must reflect reasonable efforts to place the child in a timely manner and to finalize the placement of the child.
- b. If an Agency is not an approved adoption agency, and the Department will conduct the adoption home study for the Agency foster parent. The Agency must make every effort to provide the Department with all documents necessary for approval of the foster home as an adoptive home, including, but not limited to recent medical records, criminal history record summaries, Statewide Central Register data base checks, the Justice Center for the Protection of People with Special Needs category one substantiated findings checks as set forth in section 495 of the Social Services Law, home study documentation, child social summary, and agency caseworker recommendations.

- c. The Agency must provide information regarding the adoption subsidy and non-recurring adoption expenses programs to foster parent(s) and prospective adoptive parent(s) upon request and at the time a proceeding to free the child for adoption has been commenced or a child is identified to prospective adoptive parent(s), in accordance with 18 NYCRR 421.24 (b). At the time of an adoptive placement, the Agency must provide an adoption subsidy and non-recurring adoption expenses agreement to any person(s) who desires to apply for an adoption subsidy and must send the completed subsidy and non-recurring adoptions expenses agreement and all relevant agency documentation to the Department for final approval within fifteen (15) days of receipt of the completed subsidy agreement. The Department, if authorized, will approve or reject the adoption subsidy and non-recurring adoption expenses agreement within thirty (30) days of its submission, or if the Department is not authorized, will send it to NYSAS for final approval.
- d. The Agency, or the Department at its option, must enter information regarding all adoption activities into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS adoption functionality is implemented in the Department's district, as determined by the New York State Office of Children and Family Services, adoption activities must be recorded, submitted and approved in CONNECTIONS.

### 3. Kinship Guardianship Assistance

Where the foster child is placed with a relative foster parent and the foster child's permanency plan is placement with such relative with the receipt of kinship guardianship assistance payments, the Agency must comply with the case documentation requirements set forth in 18 NYCRR 428.5(c)(12).

## **E. DISCHARGE TO ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE**

### 1. Setting of Goal

The goal of 'Place in another planned living arrangement with a permanency resource' may be set in accordance with the requirements of 18 NYCRR 430.12(f).

### 2. Preparation for Discharge

The Agency is responsible for assessing the life skills of all foster children fourteen (14) years and older at least every six (6) months and documenting within the family assessment and service plan, the child's progress toward attaining each life skill outcome.

The Department, or the Agency at the option of the Department, must provide, or arrange for the provision of, life skills services to all foster children fourteen (14) years of age and older,



regardless of the child's permanency planning goal.

The Department, or the Agency at the option of the Department, must require that foster children fourteen (14) years of age and older participate directly in designing their own program activities to prepare them for discharge and that the child accept personal responsibility for satisfying his or her part of the program.

The Agency must document the type of service and/or instruction provided, and the provider of the service/instruction in the case record, consistent with 18 NYCRR Parts 428 and 430.

The Department, or the Agency if authorized by the Department, must issue monthly stipend payments to each foster child sixteen (16) years of age or older with a permanency planning goal of discharge to another planned living arrangement with a permanency resource or deemed to have a goal of discharge to another planned living arrangement with a permanency resource and who is actively participating in life skills services according to his/her service plan in conformance with 18 NYCRR 430.12(f)(2)(i)(b). The Department will provide or arrange for the provision of a monthly stipend payment to each eligible child.

The Department, or the Agency at the option of the Department, must identify any persons, services and agencies which will help the child maintain and support himself / herself in the community, and must assist the child to establish contact with such agencies, service providers and persons and prepare the child to use such community resources.

The Department, or the Agency at the option of the Department, must provide for regular and continuous exploration and development of permanency alternatives for all foster children over fourteen (14) years of age, including foster children over fourteen (14) who have previously refused adoption. The Department, or the Agency at the option of the Department, must document the specific efforts to identify and nurture a permanent family connection or other adult permanency resource who is determined to be an appropriate and acceptable resource for the child and is committed to providing emotional support, advice and guidance to the child and to assist the child as the child makes the transition from foster care to responsible adulthood.

The Department, or the Agency at the option of the Department, is responsible for providing a written notice of discharge to the child at least ninety (90) days prior to the child's discharge in accordance with 18 NYCRR 430.12 (f).

At the time of the Ninety (90) Day Notice, the Department or the Agency, as determined by the Department, must address the following issues related to the child's safety, permanency, and well-being upon discharge:

- a. appropriate housing that is expected to be available for at least 12 months from the date of discharge is secured;
- b. the child has a sufficient source of income;

- c. medical coverage is available to the child upon discharge for preventive health care and identified physical, mental, dental health and prescription needs;
- d. medical assistance coverage for the child will continue uninterrupted until a final determination that the child is ineligible has been made, with notice to the child of the final determination and of the right to a fair hearing to contest the determination;
- e. arrangements have been made for the child to receive essential documents such as birth certificate, social security card, medical records, and education records at the time of discharge;
- f. an adult permanency resource is available or is being sought to provide emotional support/advice/guidance upon the child's discharge;
- g. any safety concerns related to the child's discharge from foster care are being addressed; arrangements have been made with service providers for services that the child will need upon discharge; and
- h. the child has been advised of the services that will be available to him/her upon discharge from foster care until he/she attains the age of twenty-one (21).

The information regarding these issues must be updated at the time of trial discharge, and again, at final discharge. The Department or the Agency, as determined by the Department, is responsible for documenting the above information in a plan amendment or family assessment and service plan.

### 3. Trial Discharge

The Department or the Agency at the option of the Department and at a rate that is applicable with the provision of trial discharge/aftercare services, must provide trial discharge/aftercare services, as required in 18 NYCRR 430.12(f)(4)(i)(a), including casework contacts, to every child discharged to another planned living arrangement with a permanency resource and every child deemed to have been discharged to another planned living arrangement with a permanency resource for at least six (6) months after discharge. The child will remain in the custody of the Department during the entire period of trial discharge. Trial discharge may continue at the discretion of the Department up to the age of twenty-one (21) if the reassessment and service plan review indicates either the need for continued custody or a likelihood that the child may need to return to foster care. Face-to-face contacts during the trial discharge period must occur at the same frequency as required prior to the child being placed on a trial discharge status.

In the event the child becomes homeless during the period of trial discharge, the Department will assist the child to obtain safe and stable housing. Such housing must reasonably be expected to remain available to the child for at least the first twelve (12) months after the date of discharge. If appropriate housing is not available within thirty (30) days of the date the child becomes homeless, the Department must place the child in a suitable foster family boarding home, agency boarding home, group home or institution. These provisions regarding trial discharge do not apply where a court order terminates the Department's custody of the child or where the child reaches the age of twenty-one (21).

#### 4. Post-Discharge

The Department, or Agency at the option of the Department, must provide supervision until the child reaches twenty-one (21) years of age after the Department's custody has been terminated where the child has been discharged to another planned living arrangement with a permanency resource, deemed to have a goal of another planned living arrangement with a permanency resource, or had remained in foster care until the age of 18 or older. During the period of supervision, the Department will be responsible for providing or arranging for financial, housing, counseling, employment, education, medical and other appropriate supports and services as needed, and follow-up efforts. At the time custody of the child is terminated, the Department will advise the child in writing about how to obtain assistance, if needed, upon his or her discharge from foster care.

#### **F. DISCHARGE TO ADULT RESIDENTIAL CARE**

The goal of discharge to adult residential care may be set in accordance with the requirements of 18 NYCRR 430.10(c)(5) and 430.12 (g)(1)(i). The Department will review the decision to set that permanency goal in order to determine if there is compliance with the above regulatory standards.

The Agency must document compliance with the standards for setting the permanency goal. The Agency must plan for the discharge of the child as required in 18 NYCRR 430.12(g)(2) and, as applicable, 18 NYCRR 441.14 concerning additional requirements applicable to handicapped children in foster care who attain the age of 18.

#### **G. PREVENTIVE SERVICES**

The Department will make the initial decision to authorize mandated preventive services, as well as the decision to reauthorize the case as a mandated preventive services case, in compliance with the client programmatic eligibility standards presented in 18 NYCRR Section 430.9.

The Agency with designated case planning responsibility or the Agency of the associated case worker, as determined by the Department, must document initial and continuing client programmatic eligibility for mandated preventive services within each family assessment and service plan. The Department will review programmatic eligibility documentation in CONNECTIONS.

For those cases involving more than one service provider, the Department, through its case management responsibility, will assign a specific party as the case planner and the remaining providers as case workers.

**H. THE AGENCY AGREES TO PROVIDE THE FOLLOWING IN RELATION TO EACH CHILD COVERED BY THIS AGREEMENT:**

1. Care of the child in compliance with 18 NYCRR Parts 441 – 451, as applicable.

2. Intake

Utilizing the referral summary information provided by the Department, the Agency must determine whether the services it provides are appropriate to meet the needs of the child being referred. The Agency has (30) days (but no more than thirty (30) days) from the initial referral of the child to make this determination and notify the Department.

3. Clothing

Upon placement, clothing needs of a child must be inventoried by the Agency. Any clothing needs identified must be purchased by the Agency. The Department will authorize allowances to buy necessary clothing and special allowances to buy additional clothing consistent with 18 NYCRR 427.16. The Agency must furnish all replacement clothing as needed during the child's placement and consistent with 18 NYCRR 427.16(a)(4). The Agency must furnish at the time of discharge a basic season-appropriate outfit. Upon discharge, the child is to take with him or her all of his or her possessions and clothing.

4. Medical Services

The Agency is responsible for providing or obtaining necessary and appropriate medical services for any foster child in its care. The Agency must comply with the standards set forth in 18 NYCRR 441.22 regarding health and medical services for foster children.

The Agency must transmit to the Department documentation necessary to establish citizenship or qualified immigration status in order to authorize categorical Medical Assistance eligibility for a child in foster care. The Agency must record required information in CONNECTIONS upon implementation of Build 19, as determined by the New York State Office of Children and Family Services. Responsibility for authorization and reauthorization for Medical Assistance remains with the Department.

The Agency agrees to comply with the requirements set forth in 18 NYCRR 357.3(b) relating to the dissemination of the comprehensive health history of a foster child. The Agency must provide the comprehensive health history to the Department and/or appropriate authorized agency within seven (7) days of the request. The Agency must record required health and medical information in CONNECTIONS upon Build 19 implementation.

The parties agree that nothing in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) prevents the Agency from sharing protected health information on foster children cared for by the Agency with the Department, OCFS or documenting such information in CONNECTIONS.

5. Notification of Death, Injury or Illness

The Agency must immediately notify the Department whenever a child in its care has suffered an injury, accident or illness which requires emergency medical treatment at a hospital on either an inpatient or outpatient basis, and whenever a child in its care has died, and to provide an autopsy report, if such reports exists. The Agency must also comply with the reporting requirements set forth in 18 NYCRR 441.7(c) in regard to the New York State Office of Children and Family Services and the death or injury of foster children in its care.

The Agency must immediately notify the New York State Justice Center for the Protection of People with Special Needs, in a form and manner prescribed by the Justice Center, whenever a child placed in accordance with this Agreement dies while being cared for in an agency boarding home, supervised independent living program, group home, group residence or institution operated by the Agency.

The Agency, in accordance with 18NYCRR 441.22(p), must notify the New York State Office of Children and Family Services and the local health department if a foster child is discovered to have an elevated blood lead level. The Agency must also provide such notice to the Department.

With respect to a child placed outside of the State of New York in accordance with this Agreement, the Agency agrees to immediately notify the New York State Justice Center for the Protection of People with Special Needs, in a form and manner prescribed by the Justice Center, whenever a child in its care has suffered an injury, accident or illness which requires emergency medical treatment at a hospital on either an inpatient or outpatient basis, and whenever such a child has died, and to provide an autopsy report, if such report exists.

6. Confidential HIV - Related Information

The Department and the Agency agree to comply with the requirements of 18 NYCRR 431.7(a) to formulate and implement a written management plan to protect health history information related to an individual who has been diagnosed as having Acquired Immune Deficiency Syndrome (AIDS) or a Human Immunodeficiency Virus (HIV)-related illness or a HIV infection or laboratory tests performed on an individual for HIV-related illness.

The Agency agrees to require that staff, to whom confidential HIV-related information is disclosed as a necessity for providing services and in accordance with 18 NYCRR 431.7 and section 2782 of the Public Health Law, are fully informed of the penalties and fines for redisclosure in violation of New York State law and regulation.

The Agency and the Department will require that any disclosure of confidential HIV-related information must be accompanied by a written statement which includes the following or substantially similar language:

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

7. Absent Without Consent

The Agency must notify the Department as immediately as practical, but in no circumstance later than twenty-four (24) hours after the absence, when a child is absent without consent and must follow the requirements as set forth in 18 NYCRR 431.8. The Department or the Agency, as determined by the Department, must provide written notice to the Family Court that placed the child into foster care of the child’s absence without consent within forty-eight (48) hours of the reported absence.

8. Education Program

The Department will not reimburse the Agency for any educational costs for a child placed in a group home, agency boarding home, or foster boarding home. These children must be enrolled in the public school educational program, unless another educational option is detailed in the child’s family assessment and service plan. The Agency must record required education information in CONNECTIONS upon Build 19 implementation. The Agency will comply with the standards set forth in 18 NYCRR 441.13 regarding education of foster children in its care.

9. Summer Education Program

The Department will not reimburse the Agency for summer school tuition costs unless the Agency receives the Department’s prior authorization for such costs and the need for the summer program is detailed in the child’s family assessment and service plan.

10. Education Tuition Reimbursement

Children placed in child care institutions must be educated in the least restrictive educational program, based on an evaluative process defined by the rules and regulations of the New York State Education Department, and tuition reimbursement for such a child will be at the rate calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable sections of the Education Law governing tuition reimbursement for such children.

## 11. Removals

Removals from a foster family boarding home will be made in accordance with the requirements of section 400 of the Social Services Law and 18 NYCRR 443.5. The Agency must provide the required written notice to the foster parent(s).

## 12. Child Abuse and Maltreatment

The Agency agrees to comply with the provisions governing the reporting of suspected cases of child abuse or maltreatment, as set forth in sections 413-416 and 418 and 490-492 of the Social Services Law, and the requirements for Statewide Central Register data base checks as set forth in section 424-a of the Social Services Law and for Justice Center for the Protection of People with Special Needs category one substantiated findings checks as set forth in section 495 of the Social Services Law.

The Agency agrees to promptly notify the Department of any report of suspected child abuse or maltreatment occurring in the program regarding any child placed by the Department with the Agency, to notify the Department of the actions taken the Agency in regard to the report and to confirm that, to the extent authorized by law, the parents of the child who is the alleged victim of such abuse or maltreatment will be notified by the appropriate investigative agency of such report.

With respect to a child placed outside of the State of New York in accordance with this Agreement, the Agency agrees to comply with the following requirements relating to the Justice Center for the Protection of People with Special Needs:

### a. Reporting of Abuse and Neglect

In addition to complying with any applicable reporting requirements in the state in which the Agency or facility is located, the Agency agrees to immediately notify the New York State Justice Center for the Protection of People with Special Needs, the New York State Office of Children and Family Services and the Department of any allegation of abuse or neglect, as defined in section 488(1)(a)-(h) of the Social Services Law, involving a child placed in accordance with this Agreement as required by section 490(5) of the Social Services Law.

### b. Procedure for Reporting

The Agency further agrees that all reportable incidents of abuse and neglect, as defined in section 488(1)(a)-(h) of the Social Services Law, and all reportable incidents of injury or illness or death indicated in paragraph 5 on page 29 of this Agreement shall be submitted to the New York State Justice Center for the Protection of People with Special Needs. For notifications and reporting to the Justice Center for the Protection of People with Special Needs related to deaths, injuries or accidents and all allegations of abuse and neglect, required submissions shall be to the Justice Center 24 hour toll free number:

(855) 373-2122 Suspected Abuse/Neglect Reporting Number  
(855) 373-2123 TTY  
(855)-373-2124 Reporting Death

c. Cooperation

The Agency further agrees to cooperate with any investigation conducted by the New York State Justice Center for the Protection of People with Special Needs. The Agency further agrees to cooperate with any investigation conducted by a state agency or other entity authorized or required to investigate complaints of abuse or neglect under the laws of the state in which the facility is located and further agrees that the findings of such investigation shall be forwarded to the New York State Justice Center for the Protection of People with Special Needs and each placing entity or funding agency in New York State within 90 days of the complaint of abuse or neglect, or if the investigation is not completed within 90 days, then notification of the status, any interim findings and expected date of completion must be provided during that time period, and the final findings shall be submitted as soon thereafter as possible.

The Agency agrees to submit periodic reports of all allegations of abuse and neglect regarding children from New York State to the Justice Center for the Protection of People with Special Needs in the form and manner requested by the Justice Center.

d. Access

The Agency agrees to provide the New York State Justice Center for the Protection of People with Special Needs with access at any and all times to any residential school, facility or provider agency, and consistent with federal law, to any books, records, logs, progress notes and data pertaining to such residential school, facility or provider agency regarding any child placed in accordance with this Agreement and any other information deemed necessary for the carrying out the Justice Center's functions, powers and duties.

e. Failure to Comply

Failure by the Agency to comply with the requirements delineated above shall be grounds for the termination of this Agreement.

13. Certification and Approval of Foster and Adoptive Parents

The Agency agrees to comply with all certification and approval requirements for foster parents set forth in 18 NYCRR Part 443 and all approval requirements for adoptive parents set forth in 18 NYCRR Part 421. This includes, but is not limited to criminal history record reviews, State Central Register data base checks, Justice Center for the Protection of People with Special Needs category one substantiated findings checks as set forth in section 495 of the Social Services Law, and required medical exams for foster/adoptive parents and their family members. The Agency agrees that children will not be placed in any foster or



adoptive home unless applicable requirements for certification, or approval, including emergency approval or certification, have been met.

#### 14. Travel Expenses

If a transportation expense for home visits is not included in the board rate, the Department will authorize transportation in accordance with the visitation plan component of the child's family assessment and service plan.

If a transportation expense for home visits is included in the board rate, the Agency is responsible for transportation expenses if the destination is within fifty (50) miles of the facility. If the destination is more than fifty (50) miles from the facility, the Department is responsible for transportation costs, including the first fifty (50) miles.

#### 15. Transition plan

Where directed to do so by the Department, the Agency agrees to develop a transition plan for foster children who will remain in care on or after 18 years of age in accordance with the standards set forth in 18 NYCRR 430.12(j).

#### 16. Consumer report

Where directed to do so by the Department, the Agency agrees to provide or arrange for the provision of the consumer report of a foster child who has attained 16 years of age and annually thereafter in accordance with the standards set forth in 18 NYCRR 430.12(k) until such child is discharged from foster care.

#### 17. Criminal History Record Checks

The Agency agrees to complete criminal history records checks as required by section 378-a of the Social Services Law and applicable State regulations.

### **I. CLOSING A FAMILY SERVICES STAGE**

The Department has sole responsibility for closing the family services stage.

### **SECTION IV – FAIR HEARINGS**

Pursuant to 18 NYCRR Part 358, the Department will notify eligible applicants for, or recipients of, services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or the failure of the Department to act upon an application within the appropriate time frames. The Department also will inform applicants for or recipients of preventive, adoption services or kinship guardianship assistance how to make and submit a fair hearing request. The Department will provide the Agency with copies of the fair hearing decision it receives from the State of New York. The Agency, upon the request of the

Department, must participate in fair hearings and any appeals thereof as witnesses when necessary for a determination of the issues.

#### **SECTION V – REIMBURSEMENT**

The Agency agrees that payment by the Department is contingent upon the Agency submitting an appropriate claim form, which has been approved by the Department, to the person designated by the Department certifying the satisfactory completion of the Agency's performance and setting forth the payment to be made.

The Department agrees to pay to the Agency, on a monthly basis, within thirty (30) days of receipt of a billing statement, an amount equal to the applicable per diem rate(s) set forth in Schedule B, multiplied by each day of care actually provided by the Agency for each public charge placed with it, in accordance with this Agreement; provided, however, payment is not to be made for a child when the child is absent from the Agency for reasons other than those set forth in 18 NYCRR 628.3 and as defined by the New York State Office of Children and Family Services in the Standards of Payment Manual, Chapter 10, Section F. Payment will not be made to the Agency for the day the child is discharged from foster care.

A per diem dollar amount for each of the program types such as foster boarding home, agency boarding home, group home and institution must be specified in Schedule A which is attached hereto and which is incorporated with this Agreement. When the negotiated per diem rate exceeds the State established Maximum State Aid Rate (hereinafter MSAR), the MSAR will be used for purposes of State and federal reimbursement. Such per diem dollar amount shall be subject to the standards set forth in section 398-a of the Social Services Law and 18 NYCRR Part 427.

The medical per diem rate(s) established by the New York State Department of Health constitutes the daily rate established to be paid to the Agency for health expenses and provision of health services to a foster child, with some specified exceptions. The medical per diem rate(s) must be set forth in Schedule B.

The applicable tuition rate for the appropriate educational services for children placed in child care institutions will be at the rate calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable sections of the Education Law governing tuition reimbursement for such children.

The anticipated total cost of the Agreement is an estimate and serves as the limit of obligation under this Agreement. Should it appear that the anticipated total cost may be exceeded, an amendment to the Agreement must be executed. The anticipated total cost serves only as an upper limit and in no way obligates the Department to purchase child foster care services, maintenance, medical and education costs up to this amount. The anticipated total cost can be based upon experience during the past Agreement year modified by the anticipated experience during the new Agreement period. This amount includes the estimated cost of maintenance, social services, medical and education costs to the Department.

The total cost of this Agreement may not exceed \$6,000,000.

## **SECTION VI – GENERAL RESPONSIBILITIES FOR PARTIES**

The Agency has the responsibility in accordance with this Agreement and with applicable New York State Office of Children and Family Services’ regulations for the day-to-day provision of foster care services for each child placed with the Agency. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.

The Agency must maintain sufficient staff, facilities and equipment, in full compliance with all applicable regulations of the New York State Office of Children and Family Services in order to provide the services set forth in Schedule A of this Agreement.

The Agency agrees to provide the services described in Schedule A of this Agreement at the principal location listed in Schedule A of this Agreement and agrees to provide the Department with written notification of the location(s) of any additional support services that are provided outside of the aforementioned address(s) in conjunction with the applicable child service plan.

The Department agrees to notify the Agency of the identity of the person(s) assigned case management responsibility for each child receiving foster care services from the Agency.

The Department agrees to notify the Agency of the identity of the person(s) assigned as the child protective services monitor for the child protective services recipients receiving foster care services from the Agency.

The Department will determine, during the initial client eligibility process, the availability of any third party insurance resources upon placement of the child into foster care. Such process must be conducted pursuant to the Child Welfare Eligibility Manual issued by the New York State Office of Children and Family Services. When such resources are determined to be available, the Department agrees to properly code each case and provide the Agency with as much information as is available.

The Department each month will provide the Agency with a roster of the children in the Department’s custody placed with the Agency. This roster will also provide information on third party health insurance through the placement of a code in the column named “Other Insurance.” The Agency must pursue all third party health insurance available to children in its care. If the Agency contracts with a health care provider, it must require that the provider makes diligent efforts to determine if the foster children have third party coverage, and must attempt to utilize such coverage when applicable.

## **SECTION VII - BOOKS, RECORDS AND REPORTS**

All case specific information contained in the Agency's files must be held confidential by the Department and the Agency pursuant to the applicable provisions of the State law and any regulations promulgated there-under, including, but not limited to, sections 372 and 422 of the Social Services Law, section 2782 of the Public Health Law, and 18 NYCRR Parts 357, 423, 428, 431 and 466, as well as all applicable federal laws and regulations, including but not limited to, the Civil Rights Act of 1964. Such information must not be disclosed except as authorized by law and unauthorized disclosure may result in criminal and/or civil penalties (see section 422 (12) of the Social Services Law).

The records of individual recipients of services maintained by the Agency must be made available to the Department and New York State Office of Children and Family Services upon request, in a form, the manner and time as required by the Department or the New York State Office of Children and Family Services.

The Department and the Agency agree to comply with statutory and regulatory standards relating to disclosure of foster care information to birth parents of foster children, foster parents, pre-adoptive and adoptive parents and to current and former foster children to the extent authorized by law, including but not limited to, sections 373-a and 409-e of the Social Services Law and 18 NYCRR 357.3 and 428.8.

The Department or the Agency may release foster care information to a person, agency, or organization for purposes of a bona fide research project. Identifying information may not be made available unless it is absolutely essential to the research purpose and prior written approval has been issued by the New York State Office of Children and Family Services. Anyone given access to such information may not re-disclose such information except as otherwise permitted by law.

The Agency agrees to maintain financial books, records, and necessary supporting documents as required by the New York State Office of Children and Family Services. The Agency must use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Agency agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at the times prescribed by and on forms supplied by the New York State Office of Children and Family Services.

Such financial and statistical records are subject to inspection, review, excerpts, transcription or audit by authorized county, State and/or federal personnel.

The Agency and its subcontractor(s) agree to retain all books, records and other documents relevant to this Agreement for six (6) years after the Agency receives final payment for the services to which they relate, during which time authorized county, State and/or federal auditors will be provided with full access to and the right to examine the same. In addition, the Agency and its subcontractor(s), must make available, upon written request, this

Agreement, and books, documents, papers and records of the Agency or subcontractor(s) that are necessary to certify the nature and extent of such costs involved, to the Secretary of the United States Department of Health and Human Services, or upon request, to the New York State Office of the State Comptroller, New York Attorney General's Office, or any of their duly authorized representatives.

## **SECTION VIII - ACCOUNTABILITY**

The Department will establish methods to evaluate the provision of foster care services by the Agency pursuant to this Agreement. All provisions of this Section are to be interpreted consistent with New York State law and applicable regulations. In implementing the foregoing, the Agency recognizes that the Commissioner of the Department, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his or her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Agency with regard to the foster care services provided to the children referred hereunder.

The Agency agrees that program and/or facility review pertaining to the delivery of foster care services under this Agreement may be conducted at any reasonable time by qualified personnel from those local, State and federal agencies with the required legal powers and statutory authority to conduct such activities. Such reviews may include, but not be limited to, meetings with recipients of services, review of the uniform case records including, but not limited to, all information in the CONNECTIONS case records, review of service policy and procedural issues, review of staffing and job descriptions, and meetings with staff directly or indirectly involved in the provision of foster care services.

The Department will conduct a contract review with the Agency at least twice a year to discuss the Agency's services purchased by the Department. This review will include, but not be limited to, such items as frequency of contact and planning with families and significant others of foster children, scope of service plans and of achieving the goals stated therein, compliance with the State and federal laws, and the extent to which special mental health, remedial, tutorial and vocational services were provided after the Agency and the Department determined these services were necessary. These semi-annual contract reviews will include determination of the Agency's compliance with this Agreement.

If the Agency violates this Agreement, the Department may, after due written notice, take such actions or invoke such sanctions under this Agreement and any applicable regulations issued by the New York State Office of Children and Family Services, as it deems necessary.

The Agency must not make any subcontract for the performance of this Agreement without the prior written approval of the Department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement is void without the prior written approval of the Department. All authorized subcontractors are subject to federal and State requirements governing purchase of services contracts including, but not limited to, 18 NYCRR Part 405. The Agency is responsible for the performance of all subcontractor(s).

The Agency covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor will they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Agency's performance of this Agreement. The names and addresses of the members of the Board of Directors of the Agency is to be annexed to this Agreement.

#### **SECTION IX – COMPLIANCE WITH LAW**

The Agency represents and agrees to comply with all applicable federal laws, including, but not limited to, the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, the Howard M. Metzenbaum Multiethnic Placement Act of 1994 (P.L. 103-382) as amended by the Small Business Job Protection Act of 1996 (P.L. 104-188), the Indian Child Welfare Act of 1978 (P.L. 95-608) and Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable federal regulations contained in 28 CFR Part 41; 45 CFR Parts 74, 84, 93; 1355 and 1356.

The Agency, its subcontractors, and the Department agree to execute and comply with Appendix A, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; Appendix B, Certification Regarding Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, from the Code of Federal Regulations; Appendix C, Certification Regarding a Drug-Free Workplace; Appendix D, Appendix E and Addendum attached hereto.

In addition, if the total cost of this agreement is in excess of \$100,000, the Agency must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

If the Agency expends \$500,000 or more in a year in federal funds from all sources, audits must be conducted as required by OMB Circular A-133.

#### **SECTION X – TERMINATION OF AGREEMENT**

The Agreement may be terminated by the mutual written agreement of the contracting parties.

The Agreement may be terminated by the Department, for cause, upon the failure to the Agency to comply with the terms and conditions of this Agreement, including the attachments hereto. The Department will give the Agency written notice specifying the Agency's failure.

In addition to the termination provisions set forth above, the Department has the right to terminate this Agreement, in whole or in part, if the Agency has failed, at any time, to comply with any applicable federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Agency, required by federal, state or local government is revoked, not renewed, or otherwise not in full force or effect, or in the event that the Agency fails to secure a new such license, approval or certification during the term of this Agreement, if required.

Notice of termination will be given in writing specifying the reasons for termination and the effective date of termination. Such written notice will be delivered via registered or certified mail with return receipt requested or will be delivered by hand with receipt provided by the Agency. The Agency agrees not to incur any new obligations or to claim any expenses incurred after the effective date of the termination. The effective date of termination is not to be less than thirty (30) days from the date of notice, unless substantial breach of contract is involved, in which case the effective date of termination may be immediate effective on delivery of the termination notice. In any event, the effective date of termination will not be later than the Agreement expiration date.

Upon termination or upon expiration of the term of this Agreement, the Department will arrange for the transfer to another Agency of all children covered by this Agreement then serviced by the Agency.

The Agency must comply with all Department close-out procedures, including but not limited to: accounting for and refunding to the Department within (6) months any overpayments which have been paid to the Agency pursuant to this Agreement; not incurring or paying any further obligation under this Agreement beyond the termination date; transmitting to the Department or its designee, on written request, copies of all books, records, papers, documents and materials pertaining to the financial details of any services provided under the terms of this Agreement; and transmitting to the Department or its designee, on written request, copies of all case-specific information and documentation concerning children in the care of the Agency. The Agency must comply with all close out procedures of the New York State Office of Children and Family Services regarding foster care facilities as set forth in 18 NYCRR 476.2, and regarding foster boarding home programs, including but not limited to, the requirement to provide ninety (90) day written advance notice of the proposed closure of a foster care facility or program. The Agency must also comply with the requirements set forth in 18 NYCRR 441.7(f) regarding the proper transfer of case records and the submission of a timely plan relating thereto to the New York State Office of Children and Family Services.

## **SECTION XI – INDEMNIFICATION AND INSURANCE**

The Department and the Agency agree that the Agency is an independent contractor and is not an employee of the Department or the State of New York. The Agency agrees to defend and indemnify the Department, Oneida County and the State of New York for any loss the Department, or the State of New York may suffer if such losses result from the claims of any

person or organization (excepting only the Department) injured by the negligent acts or omissions of the Agency, its officers and/or its employees or subcontractor(s). Furthermore, the Agency agrees to indemnify, defend, and save harmless the State of New York, Oneida County and the Department, and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other persons, firm, or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Agency in the performance of this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use or disposition of any data furnished under this Agreement, or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement. The Agency agrees to meet the insurance requirements set forth in Appendix E attached hereto.

The Agency further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Agency's insurance company, agent or broker.

The completed and signed Insurance Certificate is subject to approval by the Oneida County Department of Law and upon approval will be attached to this Agreement and become a part hereof.

The Agency further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Agency from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Agency fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*



IN WITNESS HEREOF, the parties hereto have executed this agreement as of the day and year first above written.

**Oneida County:**

By: \_\_\_\_\_  
Lucille A. Soldato, Commissioner of Social Services \_\_\_\_\_ Date

By: \_\_\_\_\_  
Anthony J. Picente, Jr., County Executive \_\_\_\_\_ Date

Approved:

\_\_\_\_\_  
Amanda Lynn Cortese \_\_\_\_\_ Date  
Special Assistant County Attorney


**Hillcrest Educational Foundation, Inc.**

By: *Gerard E. Burke* \_\_\_\_\_ 3-24-17  
Gerard E. Burke, President & Chief Executive Officer \_\_\_\_\_ Date

STATE OF MASSACHUSETTS )  
COUNTY OF Berkshire )

On this 24<sup>th</sup> day of March, 2017, GERARD E. BURKE, personally came before me, to be known, who being duly sworn, did depose and say that he resides at Pittsfield, MA; that he is the President and Chief Executive Officer of the corporation described herein and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that (s)he signed (her/his name thereto by like order.

*Kathleen A. Barbieri*  
\_\_\_\_\_  
Notary Public

 **KATHLEEN A. BARBIERI**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
June 15, 2018

## Appendix A

Rev.4/15/05

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

A. By signing and submitting this contract or contract amendment, contractor certifies that the contractor:

(1). Agrees that, a) By signing and submitting this proposal, the prospective primary applicant is providing the certification set out below. b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction. c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. d) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. e) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Office of Children and Family Services for assistance in obtaining a copy of those regulations. f) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. g) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. h) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs. i) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. j) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

(2). Certifies to the best of its knowledge and belief, that the applicant and its principals: a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity

Hillcrest Educational Foundation, Inc.  
Foster Care for Children

# 96201

Date of Execution – June 30, 2018

(Federal, State, or local) with commission of any of the offenses enumerated in paragraph 19A. 2. (1) b) of this certification; and d) Have not within a three-year period preceding this application/proposal had on or more public transactions (Federal, State, or local) terminated for cause or default. (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. (1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions Instructions for Certification. a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below. b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs. h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(2) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Appendix B**

Rev. 4/15/05

**Certification Regarding Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions**

By signing and submitting this contract or contract amendment, contractor certifies that the contractor:

Certifies that Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. The requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.) (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Appendix C**

Rev.4/15/05

**Certification Regarding a Drug-Free Workplace**

(A). 1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. 3. For grantees other than individuals, Alternate I applies. For grantees who are individuals, Alternate II applies. 5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements. 6. Workplace identifications must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). 7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five). 8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

(B). Alternate I (Grantees Other Than Individuals). 1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing an ongoing drug-free awareness program to inform employees about: (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above; (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will-(1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction; (e) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the

receipt of such notices. Notice shall include the identification number(s) of each affected grant; (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

(C). Alternate II (Grantees Who Are Individuals). 1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

Schedule A. PROGRAM NARRATIVE

*(Instructions to Agency) The following narrative should be completed by the Agency, in order to present an accurate description of the agency's programs. This narrative will be used to substantiate claims for federal reimbursement.*

**A. Program Narrative**

Agency's Name and Address

Foster Care Programs Provided by Agency

(Institution, group residence, group homes, agency boarding homes, foster family boarding homes, educational services, etc. Include details on all programs, including goals and objectives.)

List of locations of all agency facilities to be used in providing services.

Persons served (ages, sex, geographic limitation, if any; number to be served by program, etc.).

Services of agency programs: include description of all those services which are provided, including those defined in the CSP, as well as any other services, such as day services, educational services, medical care and adoption services. Indicate types and numbers of staff providing services.

Self-evaluation procedures – description of agency procedures for evaluating program effectiveness.

Admission Policies and Procedures – description of referral process, agency requirements for reports, pre-placement visits, etc.

**SCHEDULE A – PROGRAM NARRATIVE**  
**Hillcrest Educational Centers, Inc.**  
**CONTRACT PERIOD: January 1, 2017 – June 30, 2018**

*The following narrative should be completed by the Agency in order to present an accurate description of the agency's programs. This narrative will be used to substantiate claims for Federal reimbursement. If you attach a comprehensive narrative description for reference, please be advised that each of the following questions must be answered:*

1. **Agency Name:** Hillcrest Educational Centers, Inc.
  
2. **Agency Mailing Address:** 788 South Street, Pittsfield, MA, 01201
  
3. **Foster Care Programs Provided by Agency:** *(list type of program: institution; group residence; group homes; agency boarding homes; foster family boarding homes; educational services, other –specify. Be sure to include both the number and type of beds – ex. 24 beds, 12 regular and 12 critical care)*  
HighPoint-Fernbrook: 21 males, ages 12-21  
HighPoint: 35 males, ages 11-21  
Intensive Treatment Unit (ITU): 20 males/females, ages 8-17  
Autism Spectrum Disorder Unit (ASD): 20 males/females, ages 6-21  
All residential treatment
  
4. **Program Goals and Objectives :** *(include details on all programs)*  
HighPoint and HighPoint Fernbrook: 242 West Mountain Road, Lenox, MA, 01240  
ASD: 349 Old Stockbridge Road, Lenox, MA, 01240  
ITU: 5 Ramsdell Road, Great Barrington, MA 01230  
NOTE: All Mail to go to 788 South Street, Pittsfield, MA 01201
  
5. **List of Locations of all agency facilities to be used in providing services:**  
See above
  
6. **Persons Served** *(include ages, gender, geographic limitations - if any)*  
See #3
  
7. **Services of Agency Programs:** See attachments
  
8. **Self-evaluation Procedures:** *(description of agency procedures for evaluating program effectiveness)*  
  
*JCAHO, Behavioral Health Care, national, state, local licensing, oversight and advocacy agencies, see pdf file for more information.*
  
9. **Admission Policies and Procedures:** *(description of referral process, agency requirements for reports, preplacement visit, etc.)* Psychosocial history, current psychiatric evaluation with diagnosis, current psychological with IQ scores, medical history and relevant medical information, could include testing, ekg, etc., immunization history, fire setting evaluation if applicable, sexual abuse/offender evaluation if applicable, education history and current reports, current IEP with Functional Behavioral Analysis and Behavioral Intervention Plan if applicable, results of most recent educational assessments, if available, speech and language pathology, and/or OT evaluations if applicable and available. Current progress reports and most recent treatment plan.





# Referral to Hillcrest Educational Centers

To refer a child to Hillcrest Educational Centers, please be prepared to provide the following information:

- *Psychosocial history.*
- *Current psychiatric evaluation with diagnosis.*
- *Current psychological evaluation with IQ scores.*
- *Medical history and relevant medical information including but not limited to: current physical exam (completed within the past 6-8 months), EKG, EEG, MRI, if applicable, dental, laboratory testing results (all blood and specimen test results available), audiological testing, if applicable.*
- *Immunization history.*
- *Fire setting evaluation, if applicable.*
- *Sexual abuse/offender evaluation, if applicable.*
- *Education history, current reports.*
- *Current IEP, with Functional Behavioral Analysis & Behavioral Intervention Plan, if applicable.*
- *Results of most recent educational assessments, if available.*
- *Speech & language pathology, and/or OT evaluations, if applicable and available.*

If the child is currently in a treatment facility, or has recently been in a treatment facility, the following information will also be necessary:

- *Current progress reports.*
- *Most recent Treatment Plan.*

**Mailing Address:**

Admissions Coordinator  
Hillcrest Educational Centers, Inc.  
788 South St.  
Pittsfield, MA 01201

**Telephone:**

(413) 499-7924  
Ext. 122

**Fax:**

(413) 442-4677

**On the Web:**

[www.hillcresteducationalcenters.org](http://www.hillcresteducationalcenters.org)

**E-mail:**

[admissions@hillcresteducationalcenters.org](mailto:admissions@hillcresteducationalcenters.org)



# General Information

## The Hillcrest Setting

Hillcrest's three campuses are nestled in the beautiful Berkshire Hills of Western Massachusetts with no more than a 45-minute drive between the farthest campuses. This location offers Hillcrest students and programs many varied benefits:

- *The safe, tranquil campus settings provide easy access to urban and cultural centers within the multi-state region.*
- *Although the campus settings are private and pastoral, this year round tourist region is steeped in a variety of rich historical, artistic, cultural, and recreational resources which help to broaden and enrich students' experience, knowledge and view of the world.*
- *Local resources include museums, theaters, centers for the performing arts, professional sports venues, galleries, and historic sites, as well as ski centers, bowling allies, golf and miniature golf courses.*
- *The four season climate allows students to explore nature's wonders while participating in year round activities such as hiking, camping, biking, swimming, fishing, gardening and landscaping, skating and skiing.*
- *Students and staff also participate in volunteer and community service activities such as Scouting, the Adopt-A-Highway Program, and the local Housatonic River Cleanup.*

**Accreditation, Licensing, Certification, and Oversight** – Hillcrest is accredited in Behavioral Health Care (BHC) by the Joint Commission. As part of its responsibility to set and monitor standards for healthcare organizations across the U.S., Canada, and Europe, the Joint Commission audits Hillcrest services on a

regular basis and periodically conducts unscheduled and unannounced program reviews.

Hillcrest is licensed by the Massachusetts Department of Early Education & Care (DEEC), and Hillcrest education programs are private 766 programs fully approved by the Massachusetts Department of Elementary and Secondary Education (DESE). Both of these agencies provide periodic, in depth reviews of Hillcrest's programs. Hillcrest also coordinates with Departments of Social Services, Mental Health, Education, and Probation Departments in all of the states from which our students come.

In order to insure that our services are state of the art in approach, safe, efficient and effective, Hillcrest works closely and cooperatively with national, state and local licensing, oversight and advocacy agencies.

## Professional Affiliations

Hillcrest Educational Centers actively participates in the following organizations:

- *American Association of Children's Residential Centers*
- *Association of Experiential Education*
- *Association for Supervision and Curriculum Development*
- *Berkshire Chamber of Commerce*
- *Children's League of Massachusetts*
- *Ct. Association of Non-Profit Agencies*
- *High 5 Adventure Learning Center*
- *Massachusetts Association of 766 Approved Private Schools*
- *Massachusetts Adolescent Sexual Offender Coalition (member and conference sponsor)*

- *Massachusetts Juvenile Fire Setter Coalition*
- *National Association of Private Special Education Centers*
- *Pittsfield Juvenile Fire Setter Coalition*
- *School Nutrition Association*

## Family Support, Visitation and Contact

Clinicians keep in close contact with parents/guardians, as well as with related service agencies, providing progress reports and notice about treatment review meetings in which parents/guardians are encouraged to participate. Parents/guardians are also offered a variety of opportunities to learn how to help their children and support treatment efforts.

Visitation and contact with family members and guardians is encouraged and facilitated by Hillcrest both on campus and at the student's home. Supervised visitation is provided until the student and family are comfortable and ready for safe, unsupervised visits. During six vacation periods each year the academic program is suspended while the residential and other programs continue. Although some students go home for some or all of the vacation periods, many students remain at the program and participate in holiday celebrations, ongoing campus activities, and community recreation.

Hillcrest believes strongly in supporting and assisting families. For those families who are unable to come to Hillcrest for family counseling, Hillcrest clinical staff will help families locate and connect with family support and treatment services close to their home, if available.



# Philosophy & Treatment Approach

Hillcrest Educational Centers, Inc. was founded on the belief that our students are unique individuals with specific needs. Accordingly, the fully integrated therapeutic, educational and residential programming we offer is *tailored to enable students to both reach and use their true potential.*

Most of the children referred to Hillcrest Educational Centers have extensive histories of abuse, neglect or severe trauma. However, students are referred to Hillcrest when their behavior is severely problematic, self-defeating, and, sometimes, dangerous to the student and/or others. Our students require residential treatment in order to learn skills, find and develop competencies, strengthen relationships. Hillcrest's goal is to facilitate the social, emotional, intellectual, and physical growth of our students so that they will be able to benefit from, and do well in, less restrictive settings and eventually return to the community.

## HEC Treatment Philosophy

At HEC we believe that people want to succeed and will do so if they can. We also believe then, that if they are not doing so, there is something interfering in their ability to do so. We believe a lack of skills (relationship, distress tolerance, etc.), a lack of resources (community support, cognitive capacity, etc.), and/or an environment that overwhelms the person's skills and resources are what interfere with a person's success. In order to create success, the incongruence between the person (skills and resources) and the environment (supports and demands) must be repaired.

As humans we are all in a developmental process, with strengths and limitations based on our unique developmental capacities. When the person and others in the environment know what skills, resources and limitations a person has, everyone involved can work together to overcome these limitations, and the environment can simultaneously modify its demands, supports, and expectations to help make success possible.

Through including all citizens of the student's community of support, both staff and students at HEC, as well as families and supports at home, in this model we create a collaborative and supportive environment in which growth and healing can occur and be sustained when the student moves on. Treatment goals are tailored to the individual needs of the student, their family, and the referral source, so that the student's stay in residential placement meets the needs of all parties. To sustain this healing community we ask all members of the student's community to join with us in abiding by the HEC Community Values of safety, respect, empathy, realistic expectations, self-care, personal enrichment, and collaboration/team work.

## Core Principles

### Collaborative Problem-Solving (CPS)

At the core of the HEC treatment model is the belief that problematic behaviors are displayed as adaptations to situations where coping skills and resources are overwhelmed. In order to intervene effectively, we must help individuals understand and recognize the impact of their own behavior, identify the related

skill/support deficits, and assist the individual to develop needed skills and resources to manage the situation more effectively in the future. The primary intervention approaches guided by the CPS (Greene and Ablon) philosophy are skills assessment, skills development, and a collaborative problem solving process that leads to a mutually acceptable plan for working things out.

The core skills that are focused upon throughout HEC include: independent living/functional skills, academic skills, vocational skills, and the skills identified in Dialectical Behavioral Therapy (DBT) (Linehan): Mindfulness, Emotional Management, Distress Tolerance and Interpersonal Effectiveness.

### Trauma Informed Care (TIC)

When the environment is very overwhelming, as is often the case when a person experiences trauma, attachment disruption or loss, the result can be significant impact on the development of the person's skills and resources. As trauma and loss are violations of interpersonal connection, the HEC community focuses on developing healthy relationships with others. Within these healthy relationships, motivation, healthy sense of self, and connections to others and the community are developed. Other primary intervention approaches from the TIC philosophy include psycho-education about trauma/vicarious trauma and its effects, understanding the influence of individual trauma histories, making meaning from these difficult experiences, developing self-awareness, developing skills and resources to manage more

effectively, and proactively planning for safety.

### **Collaborative and Integrated Treatment**

Treatment at HEC is a collaborative process in which all members of the student's community of support are welcomed and encouraged to participate. The resulting treatment team is responsible to work together to create and build upon success. The treatment environment provides innumerable opportunities for exposure to healthy new experiences and personal enrichment, and encourages and recognizes any and all success.

Treatment progress and resulting treatment phase are determined by accomplishing certain landmarks of growth and development in three key domains:

- 1. CONNECTION** through developing **Self-awareness and Healthy relationships**
- 2. CITIZENSHIP** by developing **Safety (and accountability) and Character;** and
- 3. COMPETENCY** through **Skills development and Meaning making**

Staff and family members, as members of the student's community of support, have parallel domains detailed in the model to complement the student that they support.

Psychotherapy services, provided by masters level (or higher) clinicians, utilizing best practice techniques, work to address treatment needs. HEC therapists utilize a foundation of cognitive behavioral techniques and are trained on the MASTR protocol (Greenwald) for treating problem behaviors from a

trauma informed perspective. Group therapy is used to address a broad range of common treatment needs such as firesetting, sexually aggressive and other high-risk behaviors, as well as offering experiential therapy (ABC group) to enhance treatment outcomes.

For families, HEC offers the Family Strong program in addition to family therapy services. Through these gatherings of family members and program staff, opportunities to learn about these treatment philosophies and techniques, discuss challenges, and celebrate successes together in a comfortable, non-blaming environment are offered. Campuses also include family members in rituals and celebrations that mark accomplishments of students, and whenever possible will assist families to attend these events.



# Organizational Structure

## Clinical Services

The Clinical Department is staffed by the Clinical Director, Lead Clinicians, masters level clinicians, school and clinical psychologists, psychiatrists, Adventure-Based Coordinators and Adventure-Based Counselors, and Clinical Case Managers. Lead Clinicians are licensed in social work or psychology by the Commonwealth of Massachusetts, and all clinicians are either currently licensed or in the process of being licensed. Members of the Clinical Department participate in weekly individual supervision, weekly group supervision, and monthly in-service training, as well as ongoing professional development experiences such as outside workshops and conferences. The Clinical Department also participates in practicum placement supervision of undergraduate and graduate students in social work and psychology.

## Healthcare Services

Hillcrest healthcare staff consists of Head Nurses, R.N.s and L.P.N.s; a pediatrician, who serves as the Medical Director for the agency; psychiatrists; and a registered dietitian. Nursing services are directed by the Coordinator of Nursing Services. Consultations with community medical specialists are coordinated with referrals from our pediatrician or psychiatrist. Emergency medical care is obtained at area hospitals. A full range of preventive and corrective dental care services are provided by the Hillcrest Dental Office, a Hillcrest subsidiary located in Pittsfield, Massachusetts.

## Education Services

The Education Department is led by the Director of Education. Principals supervise the 12-month education program at each campus. The Education Department is staffed by certified teachers with specialty training and expertise ranging from special needs, technology education, and physical education to music and art. Along with academic courses, which are determined by the needs of the individual student and the education guidelines for the student's home state, Hillcrest emphasizes the development of interpersonal skills, self-esteem, personal development, independent living skills, pre-employment training, vocational skills, and community awareness.

During class hours, the ratio of staff to students ranges from 1:2 to 1:3 depending on the program. These ratios allow each student to have a significant amount of individual attention and instruction, with teachers supported by teacher assistants, child care workers, and/or other specialists.

## Rehabilitation Services

The Rehabilitation Department is staffed by professionals licensed in speech and language pathology, and occupational therapy. Every student admitted to Hillcrest receives a professional review that identifies whether specific rehabilitation evaluations are indicated.

## Training Department

In order for Hillcrest Educational Centers to fully achieve its mission, our more than 400 direct care and professional staff participate in extensive training and professional development experiences on

an ongoing basis. The Training Department provides all full time employees with a minimum of 24 hours of training annually and part time employees with a minimum of 12 hours per year. The ongoing training programs are created and delivered using the expertise of all departments, plus outside resources as necessary, to ensure quality care and consistency among the campuses.

Hillcrest staff are supported in taking full advantage of workshops and conferences in the region and around the country, and the agency offers a generous tuition reimbursement plan for college coursework and degree programs. Finally, in order to make contributions to the field of children's treatment, Hillcrest staff often present at national and regional conferences.

## Maintenance Services

The Maintenance Department is led by the Director of Maintenance who supervises both generalist and specialist staff at all campuses. The Maintenance Department is responsible for the overall maintenance, repair and safety of all grounds and buildings; building renovations; vehicle maintenance and repair.

## Food Service and Housekeeping

The Director of Support Services supervises the Housekeeping Supervisor and all other Food Service and Housekeeping staff at the campuses. Working closely with a registered dietitian, cooks at each campus provide nutritious and satisfying meals and snacks for students and working staff, while housekeepers at each campus provide general cleaning and special project work.



# Special Programs

Each Hillcrest student is a unique individual with special needs. While the core services are similar for all students, special programs allow us to reach, motivate and teach students who may not respond to other program components.

## Adventure Based Counseling (ABC)

The ABC program was developed by Hillcrest as a tool in the treatment of emotionally disturbed and traumatized students. The program fosters trust and self-confidence, raises self-esteem, and teaches interpersonal and problem-solving skills as a foundation for the recovery from trauma and the development of new, more productive behavior.

Each team of students participates in ABCs. It focuses upon building new experiences, developing competency and skills especially for those affected by trauma, abuse and neglect. During ABCs the students and staff participate in experiential learning activities called "challenges", "initiatives" or "games". During an activity students have to accomplish a goal together, which challenges students to take healthy risks often entailing the use of various "elements" (e.g., ropes course). The outcome of the challenge often depends on communication and cooperation to be successful. Safety always comes first during ABCs, and students who are not comfortable engaging in a challenge will be supported as they contribute to their team's efforts during the activity in other ways.

While attention is placed on the action part of the program, the thinking, feeling and interactional aspects of ABC groups are critical. As in more traditional group therapy, ABC groups enable students to normalize and/or confront their feelings and thoughts, and to give and receive feedback from peers. Because of the effectiveness of ABCs, and because the program model so aptly articulates and frames "challenge by choice"

for both students and staff, ABC philosophy and values, language and methodology have been deeply integrated into almost every part of the Hillcrest program. Additionally, through ongoing experience and research, Hillcrest continues to refine and enhance the ABC program as an effective helping tool.

## The Pre-Vocational Program

Under the direction of a Life Enrichment and Life Skills Facilitator Hillcrest's Pre-Vocational Program offers a comprehensive range of services including assessment, career exploration, employment skills development and on campus work experience opportunities. Challenging work related programs of study help to develop student motivation, enhance academic performance, and nurture skills and abilities required by employers. Areas of job skill training include food services, housekeeping, building maintenance, landscaping, greenhouse operations, sales and marketing, carpentry, computer skills, small engine repair and vehicle maintenance.

Hillcrest students, ages 14 and older receive a complete vocational or skills assessment using tools supported and endorsed by the Massachusetts Dept. of Elementary and Secondary Education and the New York State Dept. of Education. Hillcrest students utilize the Massachusetts PAYA curriculum as part of the daily school routine, and students from New York State also receive the Ansel-Casey Skills Assessment upon admission and every six months thereafter. Hillcrest students of all ages have opportunities to participate in a multifaceted pre-vocational education program that includes assessment, formal academic learning, and opportunities for work related skill development experiences. Additionally, most students participate in a Life Skills Group.

## Volunteer and Community Service Experiences

Hillcrest offers a variety of both time limited and ongoing volunteer and community service opportunities intended to engender in our students a deeper sense of community and shared responsibility by contributing to the community.

Typical projects eligible students might participate in include, for example, entertaining at local nursing homes, fund raising events for victims of disasters, weekly volunteer groups at food pantries, and seasonal Adopt-A-Highway and environmental projects.

## NYPUM (National Youth Project Using Minibikes)

NYPUM is a youth development program sponsored by the Honda Corporation, which provides minibikes to Hillcrest and other agencies across the country. Students at participating Hillcrest campuses must meet stringent academic and behavioral criteria related to self control, and must demonstrate respect for safety conditions in order to enter and remain in the program. NYPUM students are carefully taught the rudiments of motorcycle maintenance and operation, and gradually engage in more challenging group riding and skill building activities. Hillcrest NYPUM teams participate in regional and national events sponsored by the Honda Corporation, and have won awards for teamwork and sportsmanship.

*"NYPUM has taught me self control. When you're on the bike you control what you do, and that has taught me to always slow down and think about what I'm going to do before I do it."*

*"The NYPUM program has given me more discipline and has helped me with my behavior and my attitude."*

*"I think that what I am learning in NYPUM will help me get through life."*

*— Quotes from NYPUM students*



# Fernbrook

### Facts at-a-Glance

#### Population

21 males, ages 12-21

#### Functional Level

IQ Range: 60-115+

Referrals below 60 are considered on a case specific basis

#### Staffing Ratio

Academic Shift = 1:2

Residential Shift = 1:3

Overnight Shift (awake) = 1:5

#### Street Address

242 West Mountain Road  
Lenox, MA 01240

#### Mailing Address

788 South St.  
Pittsfield, MA 01201

#### Telephone

(413) 637-2845

#### Fax

(413) 637-3064

Located in beautiful Lenox, Massachusetts, Hillcrest's Fernbrook program provides specialized residential treatment for adolescent males with extreme psychiatric, emotional and behavioral disorders. Most Fernbrook students have been victims of some form of abuse and/or trauma and may have become severely aggressive, sexually reactive, self-injurious, and/or emotionally dysregulated, or have engaged in high-risk behaviors such as fire setting. Many Fernbrook students are also diagnosed with learning disabilities, PDD, Aspergers and/or mild mental retardation. These youth may not have benefitted from other treatment settings, and require the structure, nurturance and 1:2/academic or 1:3/residential staff-to-student ratios that Fernbrook provides.

Located in a rural setting surrounded by land preserved by the Massachusetts Audubon Society, Fernbrook's 24-acre campus provides exciting and diverse recreational opportunities utilizing a softball field, basketball court, hiking and dirt bike trails, vegetable gardens, green house, rock wall, ropes course and a full size gymnasium. Additionally, the surrounding Berkshire communities offer a wide variety of educational, cultural and recreational resources. As an important focus of the residential program, staff ensure that students participate in both physically active and more sedentary activities each day and a wide variety of activities are provided both on-campus and in the community, including Horse Back Riding, Horticulture, a Card Club, Guitar, Chess, Nature & Photography Clubs, Ski Club and Poetry Club. Additionally students may participate in zip lining, canoeing and mountain biking, especially during the summer months. Students may also earn the opportunity to participate in our NYPUM program (National Youth Program Using Minibikes) and weekly Adventure Based Counseling through completion of their schoolwork and displaying positive behavior.

Fernbrook's clinical department delivers exceptional individual and DBT group therapy to the students on a weekly basis and Licensed Masters Level Clinicians provide opportunities for the students to participate in a wide range of topic specific groups such as Anger Management, Substance Abuse, Fire Safety Education & Relapse Prevention (MA Fire Setting Coalition Group Therapy Model), Relaxation, Healthy Sexual Decision Making and Social Skills. Clinicians, as well as a Family Permanency Specialist work aggressively to incorporate families and referring agency staff into the treatment team, and for those students with a goal of reunification family therapy is provided monthly in and out of the home. Additionally, accommodations are made for families and agency staff to visit often. All direct care staff are extensively trained in Therapeutic Crisis Intervention as well as Developmental Disabilities Training.

Elements of care and treatment at Fernbrook:

- Evidence-based practices and treatment modalities
- Trauma-informed care and treatments
- Collaborative Problem Solving model
- Individual and Group Therapy
- Skills for Life Treatment Model
- Dialectical Behavior Therapy (DBT)
- Individualized special education and rehabilitation services
- A full range of health care services
- Growth stimulating activities, recreation and pre-vocational services
- NYPUM and Adventure Based Counseling

Fernbrook's Education Department provides the highest quality educational services in a separate on campus school building that provides an excellent learning environment. All Lead teachers are licensed, Masters level Special Education instructors. Students enjoy Art classes led by clinicians who specialize in expressive art therapy, and PE is offered as well. The program is licensed by the Massachusetts Department of Early Education & Care (DEEC) and is a recognized private 766 program fully approved by the Massachusetts Department of Elementary & Secondary Education (DESE).

Under the direction of a Life Enrichment and Life Skills Facilitator, all Fernbrook students participate weekly in PAYA, a pre-vocational program, which includes classroom and residential instruction in such areas as activities of daily living, career exploration, employment, education, banking, social skill development, money management and finances. Additionally, a wide variety of stipend job opportunities are available in such areas as landscaping, maintenance, house keeping and food service. Job coaches work closely with Fernbrook students in and out of the classroom on a variety of vocational skills, including use of public transportation, maintenance, bike and small engine repair and some students volunteer their time at the local MSPCA and Habitat for Humanity.

The Fernbrook Healthcare Department provides the finest nursing, psychiatric, nutritional and general health services available, and dental services are provided by Hillcrest's own comprehensive dental clinic. These highly trained and skilled professionals are integrated within each of the treatment teams to provide total care to the students.



Hillcrest's Fernbrook Program is accredited in Behavioral Health Care by the Joint Commission.



# Center Girls Program

HILLCREST EDUCATIONAL CENTERS

## Center Girls Program

### Facts at-a-Glance

#### Population

32 Girls, ages 6-21

#### Functional Level

IQ Range: 60-115+

Referrals below 60 are considered on a case specific basis

#### Staffing Ratio

Academic Shift= 1:2

Residential Shift= 1:3

Overnight Shift (awake)= 1:5

#### Street Address

349 Old Stockbridge Road  
Lenox, MA 01240

#### Mailing Address

788 South St.  
Pittsfield, MA 01201

#### Telephone

(413) 637-2834

#### Fax

(413) 637-8324

Hillcrest Educational Centers Program for Girls, located in beautiful Lenox, MA specializes in the residential treatment of girls with serious psychiatric, emotional and behavioral disorders. Many Center girls have experienced physical and/or sexual abuse and have become aggressive, sexually reactive, self-injurious, or have engaged in fire setting. Many have been in psychiatric hospitals and/or have not succeeded in other less restrictive residential settings due to the severity of their needs and behaviors. Additionally, many Center girls have moderate to serious learning disabilities.

The Center's highly structured and integrated therapeutic, medical, educational, and residential programs are designed to teach the skills and foster the self-esteem and social competence necessary for self-control, continued growth and success for girls who have known little but failure. As in all Hillcrest programs, the essence of the Center's approach to behavior change and growth is the systematic integration of program elements and student supports that include:

- Evidence-based practices and treatment modalities
- Trauma-informed care and treatments
- Collaborative Problem Solving model
- Individual and group therapy
- Skills for Life Treatment Model
- Dialectical Behavioral Therapy (DBT)
- Individualized special education and rehabilitation services
- A full range of health care services
- Growth stimulating activities, recreation and pre-vocational services
- NYPUM and Adventure Based Counseling

Within an intensely structured, therapeutic and nurturing environment with 1:2 staffing ratios during the academic day, Licensed Masters Level Clinicians help students learn the appropriate social skills and self-control necessary to function in a less restrictive setting. The extreme and/or dangerous behaviors that caused these students to fail in the past are managed and replaced with alternative, productive behaviors so that students are able to experience success and continue to grow. Weekly DBT group therapy is offered, as well as a wide range of topic specific groups that address high-risk behaviors such as Fire Safety Education & Relapse Prevention (MA Fire Setting Coalition Group Therapy Model), Anger Management, Social Skills, Relaxation, Substance Abuse and Healthy Sexual Decision Making. Clinicians, as well as a Family Permanency Specialist work aggressively to incorporate families and referring agency staff into the treatment team, and families with a goal of reunification are provided with monthly Family Therapy in and out of the home. Additionally,

accommodations are made for families and agency staff to visit often.

With the school building located on site, MA Spec. Ed. Licensed educators provide student-centered individualized educational and therapeutic services that identify and build on the strengths of the students. Students enjoy Art classes led by clinicians who specialize in expressive art therapy, and PE is offered as well. The school is licensed by the Massachusetts Department of Early Education & Care (DEEC), and is a private 766 program fully approved by the Massachusetts Department of Elementary & Secondary Education (DESE).

The programs healthcare department provides the finest nursing, psychiatric, nutritional and general health services available, and dental services are provided by Hillcrests own comprehensive dental clinic. These highly trained and skilled professionals are integrated within each of the treatment teams to provide total care to the students.

Under the direction of a Life Enrichment and Life Skills Facilitator, all Center girls participate weekly in PAYA, a pre-vocational program, which includes classroom and residential instruction in such areas as activities of daily living, career exploration, employment, education, banking, social skill development, money management and finances. Additionally, a wide variety of stipend job opportunities are available and Job Coaches work closely with students in and out of the classroom on a variety of vocational skills.

Hillcrest Center's 14-acre campus provides excellent recreational opportunities utilizing two athletic fields, a playground, rock climbing wall, two swimming pools and a full size gymnasium. Students participate in biking, horseback riding, skiing and NYPUM, a nationally recognized youth project funded through a grant from Honda Corp. Eligible Center girls may participate in local Special Olympics Summer and Winter Games that include activities such as downhill skiing and track and field. Additionally, Center girls enjoy the salon which is used for hair and make-up services. This type of involvement helps to build girls self-esteem, confidence and a sense of connection with the community. The surrounding Berkshire communities offer a wide variety of educational, cultural and recreational resources.



Hillcrest's Girl's Program is accredited in Behavioral Health Care by the Joint Commission.





# Highpoint

### Facts at-a-Glance

#### Population

35 males, ages 11-21

#### Functional Level

IQ Range: 60 - 115+

Referrals below 60 are considered on a case specific basis.

#### Staffing Ratio

Academic Shift = 1:2

Residential Shift = 1:3

Overnight Shift (awake) = 1:5

#### Street Address

242 West Mountain Road  
Lenox, MA 01240

#### Mailing Address

788 South St.  
Pittsfield, MA 01201

#### Telephone

(413) 637-2845

#### Fax

(413) 637-3064

The Highpoint campus in Lenox provides residential treatment for males age 11- 20 (11-18 on intake) who have behavioral problems including sexual abuse, self abuse, emotional dysregulation and conduct disorder. Most Highpoint students are diagnosed with psychiatric disorders, learning disabilities and / or mild mental retardation, and one team is comprised of students with Aspergers Syndrome/Pervasive Developmental Disorder. Most Highpoint students have failed to benefit from other programs and services; they require the structure, focused treatment, nurturance and high staff to student ratios that Highpoint provides.

Treatment at Highpoint is based on a Cognitive Behavioral Therapy (CBT) model that emphasizes restructuring of thinking distortions and maladaptive behavioral patterns. Students are expected to take responsibility for past negative behaviors and are helped to learn new ways of thinking and behaving.

Clinical work at Highpoint is primarily, but not exclusively, group work. Students participate in several types of groups, including:

- Orientation group
- The Primary Process group
- Adventure Based Counseling group
- Empathy group
- Dialectical Behavior Therapy (DBT)
- Skills training
- Psycho-educational groups such as: sex education, fire setting, anger management and Transition group
- NYPUM

In addition to group work, each student at Highpoint participates in individual counseling with a Master's level Clinician, and each student is assigned a Clinical Case Manager. Trauma resolution work is provided for students with Post Traumatic Stress Disorder or other trauma symptomology.

The Highpoint model also includes a behavior motivation system that stresses the acquisition of pro-social skills, reinforcements for good behavior, and natural consequences for misbehavior. Highpoint students are placed in teams with peers that are similar in age, IQ and social skills. The program model is adapted to meet the differing needs and abilities of each team.

Highpoint's Education Department provides the highest quality educational services in a separate on campus school building that provides an excellent learning environment. All Lead teachers are licensed, Masters level Special Education instructors. Students enjoy Art classes led by clinicians who specialize in expressive art therapy, and PE is offered as well. The program is licensed by the Massachusetts Department of Early Education & Care (DEEC) and is a recognized private 766 program fully approved by the Massachusetts Department of Elementary & Secondary Education (DESE).

Under the direction of a Life Enrichment and Life Skills Facilitator, all Highpoint students participate weekly in PAYA, a pre-vocational program, which includes classroom and residential instruction in such areas as activities of daily living, career exploration, employment, education, banking, social skill development, money management and finances. Additionally, a wide variety of stipend job opportunities are available in such areas as landscaping, maintenance, house keeping and food service. Job coaches work closely with Highpoint students in and out of the classroom on a variety of vocational skills, including use of public transportation, maintenance, bike and small engine repair and some students volunteer their time at the local MSPCA and Habitat for Humanity.

The Highpoint Healthcare Department provides the finest nursing, psychiatric, nutritional and general health services available, and dental services are provided by Hillcrest's own comprehensive dental clinic. These highly trained and skilled professionals are integrated within each of the treatment teams to provide total care to the students.

Highpoint is a Staff Secure program supported by electronic equipment monitoring including video cameras, window alarms, over night check system and wireless communication devices.



Hillcrest's Highpoint Program is accredited in Behavioral Health Care by the Joint Commission.



# Intensive Treatment Unit

HILLCREST EDUCATIONAL CENTERS

## Intensive Treatment Unit

### Facts at-a-Glance

**Population**

20 males / females,  
ages 8-17 at admission

**Functional Level**

IQ Range: 60 - 115+  
Referrals below 60 are considered  
on a case specific basis.

**Average Stay**

30-90 days

**Staffing Ratio**

Academic Shift = 1:1  
available as needed  
Residential Shift = 1:1  
available as needed  
Overnight Shift (awake) = 1:2

**Street Address**

Route 183  
Gt. Barrington, MA 01230

**Mailing Address**

788 South St.  
Pittsfield, MA 01201

**Telephone**

(413) 528-0535

**Fax**

(413) 528-6629

The Intensive Treatment Unit (ITU) at Hillcrest Educational Centers is an acute-care treatment program that provides non-medical crisis stabilization, hospital diversion services and comprehensive diagnostic assessment services. Each student referred to the ITU has a unique situation and a unique combination of needs requiring an individualized approach and service plan focused on replacing negative histories and patterns of failure with success and achievement. Hillcrest is committed to learning what works for each student, so that the child's continued progress, stability and permanency are fully supported.

By providing specialized psychiatric, psychological and rehabilitative services, the ITU offers a proven alternative to hospitalization for behavior and medication stabilization, and full diagnostic services, at a significantly lower cost. With one-to-one staffing available, the ITU ensures a safe, intensive, highly structured treatment program. Individual and group therapy options focus on, but are not limited to, high-risk behaviors such as firesetting, self-harm and sexual decision-making.

In addition to serving children and adolescents from the community, the Intensive Treatment Unit serves as a psychiatric hospital diversion program for students already in placement in a Hillcrest program if they exhibit severely regressive behaviors. For many students, this option prevents re-hospitalization and yet another failed placement. One of the goals of the ITU is to stabilize the student so he or she can return to and function safely in their Hillcrest program. Since the ITU coordinates a student's treatment with the referring campus, the student continues to work on his or her established treatment goals while preparing for the transition back to Hillcrest campus life.

In response to changing needs in the region, and to better serve our students and families, Hillcrest relocated the ITU to its Brookside campus in Great Barrington, MA. The Brookside campus is a large facility with access to a variety of new and more normalized resources and services, with expanded availability of specialized psychiatric, psychological and rehabilitative services.

The ITU is highly regarded, and our most intensive program. Its new location has allowed us to expand its capacity to 20 students, and to provide:

- A full array of recreational resources, including a separate school facility with a library, a Consumer Science classroom, and a computer/technology lab
- Special academic teachers (e.g. art, music, health and physical education)
- A full sized and equipped gymnasium, outdoor pool, and recreational playing fields
- Adventure Based Counseling (adventure/ropes course)
- Access to a wide variety of educational, recreational and cultural facilities and resources in the Berkshire region
- 75% of bedrooms are individual rooms

Elements of care and treatment at the ITU:

- Evidence-based practices and treatment modalities
- Trauma-informed care and treatment
- Collaborative Problem Solving model
- Dialectical Behavior Therapy

Treatment modalities influenced by:

**Ross Greene, Ph.D.**, The Collaborative Problem Solving Institute, Department of Psychiatry, Massachusetts General Hospital

**Marsha Linehan, Ph.D.**, The Behavioral Research and Therapy Clinics, University of Washington

**Ricky Greenwald, Ph.D.**, The Trauma Institute and The Child Trauma Institute

- A long-term treatment alternative for children with extensive histories of placement failure is available in addition to briefer lengths of stay
- Step down options available on site or at other Hillcrest Programs



Hillcrest's Intensive Treatment Unit is accredited in Behavioral Health Care by the Joint Commission.



## Students benefit from our:

- ABA Driven Philosophy
- Speech and Language Pathology
- Adaptive Physical Education
- Nursing Services
- Physical Therapy
- Augmentative Alternative Communication Systems (AAC)
- Enhanced Staffing Ratios
- Supervision by Board Certified Behavior Analysts
- Fully Accredited On-Site School

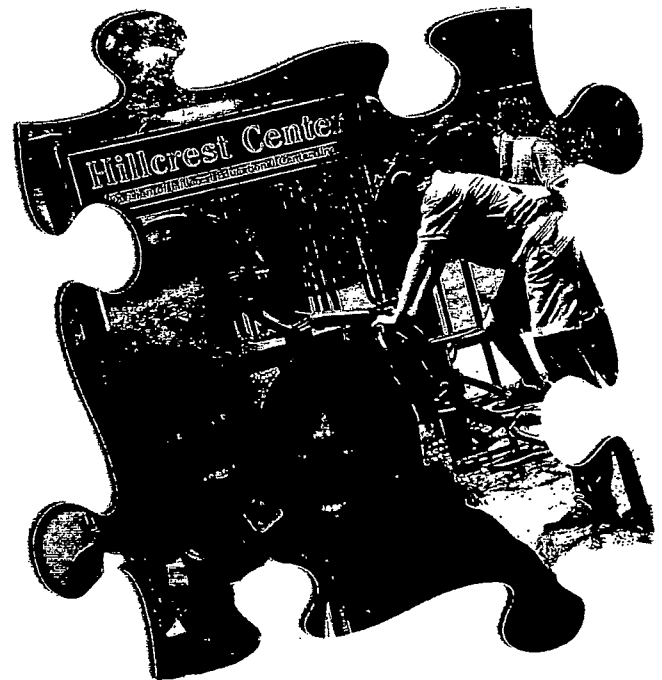
## Located in the beautiful Berkshires.

HEC's ASD Residential Program is located in the beautiful Berkshires of Western Massachusetts, surrounded by the natural splendor of woodlands, hills, lakes and rivers in a culturally rich area. Over the centuries, the Berkshires have been renowned as a center for healing and wellness. Children in our program have access to numerous activities and destinations available in this beautiful and popular part of the state.

Contact our Admissions Department for more information or a tour.

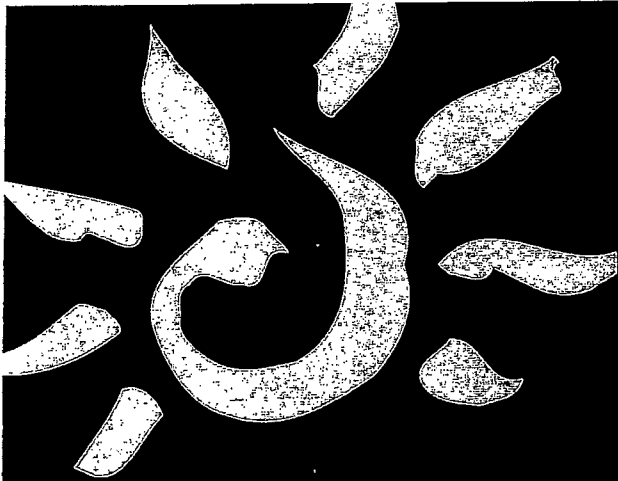
# AUTISM SPECTRUM DISORDER

RESIDENTIAL PROGRAM



Administrative Office  
788 South Street, Pittsfield, MA 01201  
(413) 499-7924

[HillcrestEC.org](http://HillcrestEC.org)



*Autism is not a disability,  
it is a different ability.*

-Stuart Duncan

**Hillcrest offers hope for children and adolescents with the most challenging difficulties of ASD.**

Our Autism Spectrum Disorder (ASD) Residential Program offers highly-specialized day, and intensive residential treatment services for children and adolescents at all levels of the Autism spectrum.

The Program's high staff-to-student ratio ensures a safe, caring and highly-structured treatment environment. To monitor progress, we use state-of-the-art data collection and analysis systems for ongoing assessments of:

Social Needs • Communication • Education  
Vocational Needs • Recreation

Our team of professionals and support staff are lead by an administrative team with decades of experience in the treatment of Autism. **All facets of treatment provided in this program are supervised by Board Certified Behavior Analysts.**



**NEWLY EXPANDED  
PROGRAM!**



### Our Educational Center Team

All program staff receive HEC orientation training, therapeutic crisis intervention strategies and an additional 40 hours of ASD-specific training that focuses on the following:

- Characteristics of the Spectrum
- Basic behavior principles
- Reinforcement strategies and how to elicit behavior from children
- Incidental teaching strategies
- Behavior management techniques
- Discrete Trial Training
- Group management techniques
- Preference-assessment technologies
- Positive teaching procedures
- Various skill acquisition and prompting procedures



HillcrestEC.org



### Proven ABA Treatment Techniques

Hillcrest Educational Centers' program uses Applied Behavior Analysis (ABA), which utilizes the field's most effective treatment techniques for assessment, behavioral treatment, and instruction. An evidence-based practice, ABA positively improves learning for students at varying levels on the Autism spectrum.



Using Behavioral Methods, or ABA Methods, our highly-trained staff members provide individualized treatment strategies integrated throughout the school and residential program. This instruction leads to the development of all areas, including new academic, adaptive and physical skills.

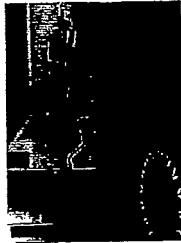
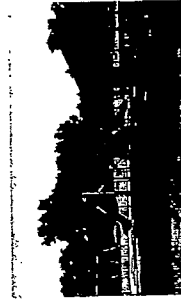


HillcrestEC.org



### Residence/Facilities

In the Residential Program, all space has been specifically designed for the safety and special needs of the Autism population. Our classrooms have features that help minimize distractions while maximizing learning opportunities during the school day. To ensure that students safely achieve the most in their daily living and pre-vocational skills practice, residential dormitories have been designed using special hardware, fixtures, and furnishings.



HillcrestEC.org



**Office of Children  
and Family Services**

ANDREW M. CUOMO  
Governor

SHEILA J. POOLE  
Acting Commissioner

December 14, 2016

Ms. Diane Camera  
Business Office  
Hillcrest Ed. Centers  
788 South Street  
Pittsfield, MA 01201

Dear Ms. Camera:

Please be advised, the New York State Office of Children and Family Services has approved your 2016-2017 CSE Maintenance Rates, based upon rate information provided by your local rate setting authority.

The rates, which are in effect for the period July 1, 2016 – June 30, 2017, are as follows:

| <u>Program Name</u> | <u>Rate</u> |
|---------------------|-------------|
| High Point          | \$333.25    |
| Hillcrest Center    | \$333.25    |
| ASD Unit            | \$537.30    |
| Intensive Treatment | \$538.11    |

A copy of this notice must be used to bill the Local Departments of Social Services (LDSS) legally responsible for the student's CSE Maintenance costs.

If you have any questions, please e-mail us at [rsu.cse@ocfs.ny.gov](mailto:rsu.cse@ocfs.ny.gov) or contact David Dowett at (518) 474-1361.

Sincerely,

David K. Haase  
Manager, State Aid Rates Unit

cc: Debbi Davis  
David Dowett



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234

Rate Setting Unit  
89 Washington Avenue  
Room 302 EB  
Albany, NY 12234  
Phone: (518) 474-3227 Fax: (518) 486-3606  
rateweb@mail.nysed.gov

December 19, 2016

Mr. Mark Placido  
Chief Financial Officer  
Hillcrest Education Center  
788 South Street  
Pittsfield, MA 01201

Re: Autism Spectrum Disorder (ASD) Unit

Dear Mr. Placido:

**This letter serves as an official notification of rate approval.** In accordance with Article 81 of the Education Law (as added by Chapter 563 of the Laws of 1980, The Institution Schools Act), Article 89 of the Education Law and the corresponding Commissioner's Regulations, the following per child tuition rate(s) has been established for school age children for your approved out-of-state special class program for the 2016-17 school year.

|                                                    |            |
|----------------------------------------------------|------------|
| 2-Month (July/August 2016) Tuition Rate Per Child: | \$ 18,159  |
| 10-Month (September-June) Tuition Rate Per Child:  | \$ 112,585 |

This rate was developed by your state and local rate-setting authority. The rate has been reviewed by the New York State Education Department and approved by the New York State Division of the Budget. If a revised rate is determined any time during the year by your rate-setting authority, your agency may submit the revised rate to us at the time the change occurs. The rate is subject to adjustment upon audit.

Please send a copy of this official rate notification to all school districts and local governments with which you contract to provide education to students with disabilities. If you need further assistance, please call Ian Hobbs at (518) 486-2285, or write to the New York State Education Department, Rate Setting Unit, Room 302 EB, Albany, New York 12234.

Sincerely,

Nora Galto



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234

Rate Setting Unit  
89 Washington Avenue  
Room 302 EB  
Albany, NY 12234  
Phone: (518) 474-3227 Fax: (518) 486-3606  
rateweb@mail.nysed.gov

December 19, 2016

Mr. Mark Placido  
Chief Financial Officer  
Hillcrest Education Center  
788 South Street  
Pittsfield, MA 01201

Re: Highpoint

Dear Mr. Placido:

**This letter serves as an official notification of rate approval.** In accordance with Article 81 of the Education Law (as added by Chapter 563 of the Laws of 1980, The Institution Schools Act), Article 89 of the Education Law and the corresponding Commissioner's Regulations, the following per child tuition rate(s) has been established for school age children for your approved out-of-state special class program for the 2016-17 school year.

|                                                    |           |
|----------------------------------------------------|-----------|
| 2-Month (July/August 2016) Tuition Rate Per Child: | \$ 11,263 |
| 10-Month (September-June) Tuition Rate Per Child:  | \$ 69,829 |

This rate was developed by your state and local rate-setting authority. The rate has been reviewed by the New York State Education Department and approved by the New York State Division of the Budget. If a revised rate is determined any time during the year by your rate-setting authority, your agency may submit the revised rate to us at the time the change occurs. The rate is subject to adjustment upon audit.

Please send a copy of this official rate notification to all school districts and local governments with which you contract to provide education to students with disabilities. If you need further assistance, please call Ian Hobbs at (518) 486-2285, or write to the New York State Education Department, Rate Setting Unit, Room 302 EB, Albany, New York 12234.

Sincerely,

Nora Galto





THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234

Rate Setting Unit  
89 Washington Avenue  
Room 302 EB  
Albany, NY 12234  
Phone: (518) 474-3227 Fax: (518) 486-3606  
rateweb@mail.nysed.gov

December 19, 2016

Mr. Mark Placido  
Chief Financial Officer  
Hillcrest Education Center  
788 South Street  
Pittsfield, MA 01201

Re: Intensive

Dear Mr. Placido:

**This letter serves as an official notification of rate approval.** In accordance with Article 81 of the Education Law (as added by Chapter 563 of the Laws of 1980, The Institution Schools Act), Article 89 of the Education Law and the corresponding Commissioner's Regulations, the following per child tuition rate(s) has been established for school age children for your approved out-of-state special class program for the 2016-17 school year.

|                                                    |            |
|----------------------------------------------------|------------|
| 2-Month (July/August 2016) Tuition Rate Per Child: | \$ 18,186  |
| 10-Month (September-June) Tuition Rate Per Child:  | \$ 112,753 |

This rate was developed by your state and local rate-setting authority. The rate has been reviewed by the New York State Education Department and approved by the New York State Division of the Budget. If a revised rate is determined any time during the year by your rate-setting authority, your agency may submit the revised rate to us at the time the change occurs. The rate is subject to adjustment upon audit.

Please send a copy of this official rate notification to all school districts and local governments with which you contract to provide education to students with disabilities. If you need further assistance, please call Ian Hobbs at (518) 486-2285, or write to the New York State Education Department, Rate Setting Unit, Room 302 EB, Albany, New York 12234.

Sincerely,

Nora Galto



|                                                                                                                                |   |   |  |
|--------------------------------------------------------------------------------------------------------------------------------|---|---|--|
| Identification of appropriate adoptive home                                                                                    | X | X |  |
| Recording of information (FASP, and movement, legal, adoption activities) in CCRS until implementation of CONNECTIONS Build 19 | X |   |  |

- 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.

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)

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**\*\*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.

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

subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.
- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free

- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:  
[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance



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, 9<sup>th</sup> 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

terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.
- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

#### FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A Department, County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within

property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000) per incident and not less than three million (\$ 3,000,000) aggregate. The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, on a primary, non-contributory basis, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds 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.

**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

the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
  - d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) terminated for cause or default; and

2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

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:

County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**6. Workers' Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**8. Wage and Hours Provisions.**

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



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.**

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.

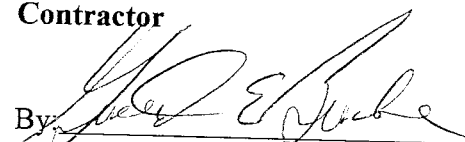
The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears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

Approved:

\_\_\_\_\_  
Amanda Lynn Cortese  
Special Assistant County Attorney







**CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW**

**PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier**

|                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1a. Legal Name &amp; Address of Insured (use street address only)</p> <p>HILLCREST EDUCATIONAL CENTERS INC NFP<br/>788 SOUTH ST<br/>PITTSFIELD, MA 01201</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State; i.e., a Wrap-Up Policy)</p> | <p>1b. Business Telephone Number of Insured<br/>(413) 243-0089</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number<br/>042-84-8510</p> |
| <p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>ONEIDA COUNTY<br/>800 PARK AVENUE<br/>UTICA, NY 13501</p>                                                                                                                                     | <p>3a. Name of Insurance Carrier<br/><b>New York State Insurance Fund (NYSIF)</b></p> <p>3b. Policy Number of Entity Listed in Box "1a"<br/>DBL 6186 77 - 0</p> <p>3c. Policy effective period<br/>08/04/2012 to 08/04/2017</p>                         |

4. Policy covers:

A. All of the employer's employees eligible under the New York Disability Benefits Law

B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 3/2/2017 By Joseph J. Masi Joseph J. Masi  
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Title Director of NYSIF Disability Benefits Insurance

IMPORTANT: If Box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.  
If Box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box "4b" of Part 1 has been checked)**

**State of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period?  YES  NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability Benefits contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

### DISABILITY BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

|                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>1a. Legal Name &amp; Address of Insured (Use street address only)</b></p> <p>Hillcrest Educational Centers, Inc.<br/>NFP<br/>788 South Street<br/>Pittsfield, MA 01201</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p> | <p><b>1b. Business Telephone Number of Insured</b></p> <p style="text-align: center;">413-243-0089</p> <p><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b></p> <p><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b></p> <p style="text-align: center;">042-84-8510</p>                                                                                                                                                                                                                    |
| <p><b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b></p> <p>Oneida County<br/>800 Park Avenue<br/>Utica, NY 13501</p>                                                                                                                                                  | <p><b>3a. Name of Insurance Carrier</b></p> <p>State Insurance Fund</p> <p><b>3b. Policy Number of entity listed in box "1a"</b></p> <p style="text-align: center;">L2225166-4</p> <p><b>3c. Policy effective period</b></p> <p style="text-align: center;">8/4/16 to 8/4/17</p> <p><b>3d. The Proprietor, Partners or Executive Officers are</b><br/> <input checked="" type="checkbox"/> <b>included.</b> (Only check box if all partners/officers included)<br/> <input type="checkbox"/> <b>all excluded or certain partners/officers excluded.</b></p> |

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.*

**Please Note:** Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Kathleen M. O'Brien  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved  3/2/17  
(Signature) (Date)

Title: Licensed Insurance Representative of Company \_\_\_\_\_

Telephone Number of authorized representative or licensed agent of insurance carrier: 413-664-9366

**Please Note:** Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

## Workers' Compensation Law

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Berkshire Insurance Group, Inc.<br>43 East St<br>PO Box 4889<br>Pittsfield MA 01202 | <b>CONTACT NAME:</b> Wendy Gelinas CISR, CPIW<br><b>PHONE (A/C No., Ext):</b> (413) 447-7376<br><b>FAX (A/C, No):</b> (413) 499-3918<br><b>E-MAIL ADDRESS:</b> wgelinas@berkshireinsurancegroup.com                                                                                                                                                                                                                         |                               |        |                                             |       |            |  |            |  |            |  |            |  |            |
|--------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|---------------------------------------------|-------|------------|--|------------|--|------------|--|------------|--|------------|
|                                                                                                        | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Insurance</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Philadelphia Indemnity Insurance | 18058 | INSURER B: |  | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |
| INSURER(S) AFFORDING COVERAGE                                                                          | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                      |                               |        |                                             |       |            |  |            |  |            |  |            |  |            |
| INSURER A: Philadelphia Indemnity Insurance                                                            | 18058                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |        |                                             |       |            |  |            |  |            |  |            |  |            |
| INSURER B:                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |        |                                             |       |            |  |            |  |            |  |            |  |            |
| INSURER C:                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |        |                                             |       |            |  |            |  |            |  |            |  |            |
| INSURER D:                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |        |                                             |       |            |  |            |  |            |  |            |  |            |
| INSURER E:                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |        |                                             |       |            |  |            |  |            |  |            |  |            |
| INSURER F:                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |        |                                             |       |            |  |            |  |            |  |            |  |            |
| <b>INSURED</b><br>Hillcrest Educational Centers<br>788 South Street<br>Pittsfield MA 01201             |                                                                                                                                                                                                                                                                                                                                                                                                                             |                               |        |                                             |       |            |  |            |  |            |  |            |  |            |

**COVERAGES**

CERTIFICATE NUMBER: CL16111746636

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                             | ADDL SUBR INSD WVD                  | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER:                   |                                     |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$              |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS |                                     | PHPK1543895   | 9/1/2016                | 9/1/2017                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Underinsured motorist BI split \$ 20,000 |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                            |                                     |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                              |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                 | Y/N<br><input type="checkbox"/> N/A |               |                         |                         | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                        |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Oneida County  
 800 Park Avenue  
 Utica, NY 13501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W Gelinas CISR, CPIW/

*Wendy M. Gelinas*

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Anthony J. Picente Jr.  
County Executive

Lucille A. Soldato  
Commissioner



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

February 15, 2017

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

FN 20 17 145 Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
*[Signature]*  
HEALTH & HUMAN SERVICES  
Anthony J. Picente, Jr.  
County Executive  
WAYS & MEANS  
Data 3/23/17

Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

Enclosed is a Purchase of Services Agreement with Cayuga Home for Children d/b/a Cayuga Centers for functional family therapy & Multi-systemic therapy services.

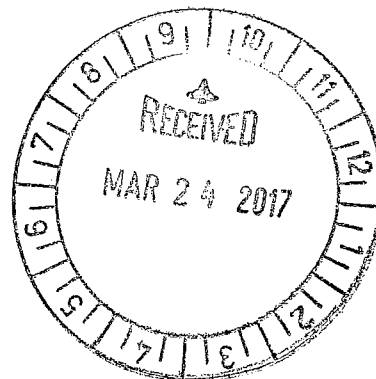
- Functional Family Therapy (FFT) is a family-based prevention and intervention program for high-risk youth that addresses complex and multidimensional problems through clinical practice that is flexibly structured and culturally sensitive. The FFT clinical model concentrates on decreasing risk factors and on increasing protective factors that directly affect adolescents, with a particular emphasis on familial factors.
- Multisystemic Therapy (MST) is an intensive family- and community-based treatment that addresses the multiple determinants of serious antisocial behavior in at-risk youth. The multisystemic approach views individuals as being nested within a complex network of interconnected systems that encompass individual, family, and extra-familial (peer, school, neighborhood) factors. Intervention may be necessary in any one or a combination of these systems.

The term of this Agreement is January 1, 2017 through December 31, 2018. The maximum amount for the term of this agreement is \$426,881.60 with a maximum local cost of 27.18% or \$116,026.00.

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

Thank you for your consideration.

Sincerely,  
*[Signature]*  
Lucille A. Soldato  
Commissioner



LAS/vlc  
attachment

11/3/16  
# 45401

Oneida Co. Department Social Services

Competing Proposal  X   
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

**Oneida County Board of Legislators**  
**Contract Summary**

**Name of Proposing Organization:** Cayuga Home for Children d/b/a Cayuga Centers  
101 Hamilton Avenue  
Utica, New York 13501

**Title of Activity or Services:** Family Functional Therapy & Multisystemic Therapy

**Proposed Dates of Operations:** January 1, 2017 – December 31, 2018

**Client Population/Number to be Served:** Youth at risk of out-of-home placement.

- Family Functional Therapy will have a case load of 10-15 children and their families at any given time.
- Multisystemic Therapy will have a case load of 4-6 children and their families at any given time.

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

- Functional Family Therapy (FFT) is a family-based prevention and intervention program for high-risk youth that addresses complex and multidimensional problems through clinical practice that is flexibly structured and culturally sensitive. The FFT clinical model concentrates on decreasing risk factors and on increasing protective factors that directly affect adolescents, with a particular emphasis on familial factors.
- Multisystemic Therapy (MST) is an intensive family- and community-based treatment that addresses the multiple determinants of serious antisocial behavior in at-risk youth. The multisystemic approach views individuals as being nested within a complex network of interconnected systems that encompass individual, family, and extra-familial (peer, school, neighborhood) factors. Intervention may be necessary in any one or a combination of these systems.

**2). Program/Service Objectives and Outcomes -**

- Program target and outcomes:
  - Families will increase their ability to resolve conflict
  - Families will show improvement in effective communication skills

- Families will increase their formal and/or informal support network
- Youth will reduce occurrences of unexcused absences
- Youth will reduce their use of drugs
- Youth will reduce their use of alcohol
- Youth will engage in pro-social activities
- Program graduates will avoid out-of-home care within 12 months from graduating the program

**3). Program Design and Staffing Level -**

- One (1) full-time Family Functional Therapist which requires a Master’s degree and compliance with all required trainings to provide Functional Family Therapy.
- One (1) full-time Multisystemic Therapist which requires a Master’s degree and compliance with all required trainings to provide Multi-Systemic Therapy.

**Total Funding Request:** Not to exceed \$426,881.60 for the term of the agreement.

**Oneida County Dept. Funding Recommendation:** Account # A6070.49548

**Mandated or Non-mandated:** Preventive services are mandated

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

|                |                |                      |
|----------------|----------------|----------------------|
| <b>Federal</b> | 38.39 %        | \$ 163,879.85        |
| <b>State</b>   | 34.43 %        | \$ 146,975.33        |
| <b>County</b>  | <b>27.18 %</b> | <b>\$ 116,026.42</b> |

**Cost Per Client Served:**

**Past performance Served:** This is the fourth year the Department has contracted with this provider for this service. The maximum cost for 2016 was \$213,440.80.

**O.C. Department Staff Comments:**

This program was submitted through the Request for proposal process and was the only agency that responded. As this is a very specialized service they are the only vendor in the area that is qualified to provide this service at this time.

## AGREEMENT

**THIS AGREEMENT**, made and entered into, by and between the Oneida County, 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 County), through its Department of Social Services (hereinafter called Department), and Cayuga Home for Children, a not-for-profit corporation organized and existing under the laws of the State of New York, as defined in Section 102 (a) (5) of the Not-For-Profit Corporation Law, operating under the assumed name Cayuga Centers pursuant to Section 130 of the General Business Law, and having its principal office at 101 Hamilton Avenue, Auburn, New York 13021 (hereinafter called Contractor).

## WITNESSETH

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

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

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

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

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

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

SECTION I: DEFINITIONS

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

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

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

2. Case management is defined as the responsibility of the local Department of Social Services to authorize the provision of preventive services, to approve the client eligibility determination according to the criteria of 18 NYCRR Part 423.3 and, to approve in writing, the service plans as defined in 18 NYCRR Part 428;
3. Case planning is defined as assessing the need for, providing or arranging for, coordinating and evaluating the provision of those preventive services needed by a child and his family to prevent disruption of the family or to help a child in foster care return home sooner. Case planning shall include, but not be limited to, referring such child and his family to other services as needed, including but not limited to, educational counseling and training, vocational diagnosis and training, employment counseling, therapeutic and preventive medical care and treatment, health counseling and health maintenance services, vocational rehabilitation, housing services, speech therapy and legal services. Case planning responsibility shall also include documenting client progress and adherence to the plan by recording in the uniform case record as defined in 18 NYCRR Part 428 and 18 NYCRR Part 430.8 through 430.12 that such services are provided and providing casework contact as defined in paragraph (4) of this Agreement. Case planner shall mean the caseworker assigned case planning responsibility.
4. Casework contacts is defined as:

- a. Individual or group face-to-face counseling sessions between the case planner and the child and/or the child's parents, relatives or guardians constitutes preventive services for the purpose of guiding the child and/or the child's parents or guardians towards a course of action agreed to by the child and/or the child's parents or guardians as the best method of attaining personal objectives or resolving problems or needs of a social, emotional, developmental or economic nature;
  - b. Individual or group activities with the child and/or the child's parents that are planned for the purposes of achieving such course of action as specified in the child and family's service plan;
5. Clinical services is defined as assessment, diagnosis, testing, psychotherapy, and specialized therapies provided by a person who has received a master's degree in social work, a licensed psychologist, a licensed psychiatrist or other recognized therapist in human services. Such services shall be separate and distinct from casework contacts as defined in paragraph (4) of this Agreement;
  6. Day Care services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law;
  7. Day services to children as defined in 18 NYCRR Part 425.1 shall mean a program offering a combination of services including at least: social services, psychiatric, psychological, education and/or vocational services and health supervision and also including, as appropriate, recreational and transportation services, for at least 3 but not less than 24 hours a day and at least 4 days per week excluding holidays. If it can be demonstrated that one or more of these services are not needed by the population served, that service may be waived;
  8. Emergency cash or goods is defined as money or the equivalent thereto, food, clothing or other essential items that are provided to a child and his family in an emergency or acute problem situation in order to avert foster care placement;
  9. Emergency shelter is defined as providing or arranging for shelter where a child and his family who are in an emergency or acute problem situation reside in a site other than their own home in order to avert foster care placement;
  10. Family shall be defined solely for the purpose of this Agreement as the child who is at risk of foster care, his parent, or legal guardians, or other caretakers and siblings. Family may include a women who is pregnant as specified in 18 NYCRR Part 430.9(c)(6). Family may also include a child who does not live with his parents and needs services to prevent return to foster care;

11. Family planning services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law;
12. Home management services as defined in the Consolidated Services Plan off the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law;
13. Homemaker services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law;
14. Housekeeper/chore services as defined in the Consolidated Services Plan of the State Department of Social Services prepared pursuant to Section 34-a of the Social Services Law;
15. Parent Aide Services is defined as those services provided in the home and community that focus on the need of the parent for instruction and guidance and are designed to maintain and enhance parental functioning and family/parent role performance. Techniques may include but not limited to role modeling, listening skills, home management assistance and education in parenting skills and personal coping behavior;
16. Parent training is defined as group instruction in parent skills development and the developmental needs of the child and adolescent for the purpose of strengthening parental functioning and parent / child relationships in order to avert a disruption in a family or help a child in foster care return home sooner than otherwise possible. Parent training may include child-parent interaction groups formed to enhance relationship and communication skills;
17. Transportation services is defined as providing or arranging for transportation of the child and/or his family to and/or from services arranged as part of the child's service plan except that transportation may not be provided as a preventive service for visitation of children in foster care with their parents and may only be provided if such transportation cannot be arranged or provided by the child's family.

## SECTION II: TERM OF AGREEMENT

18. The term of this Agreement shall be from January 1, 2017 through December 31, 2018.
19. The option to renew this Agreement under all current terms and conditions for one additional year not to exceed December 31, 2019 is at the sole discretion of the County and the Department, and notice to the Contractor shall be provided prior to the end of the term of this Agreement.



SECTION III: SCOPE OF SERVICES

20. It is mutually agreed between the Department and the Contractor that the Contractor shall furnish preventive services to recipients in accordance with Federal and New York State Laws and Regulations, including 18 NYCRR Parts 404 and 423 and any other standards prescribed by the New York State Department of Social Services. It is mutually agreed that all that follows in this section shall be viewed in the context of this paragraph.
21. The Department shall be responsible for determining the eligibility of persons for preventive services to be purchased by the Department. The Department shall also be responsible for establishing the policies and procedures for such eligibility determinations in accordance with 18 NYCRR Part 423 and any other standards prescribed by the New York State Department of Social Services.
22. The Department shall be responsible for case management which shall include authorizing the provision of preventive services, approving client eligibility in accordance with 18 NYCRR Section 423.3 and approving child service plans.
23. The Contractor agrees to provide preventive services in accordance with the Program narrative, terms and conditions, and rates of payment described in Appendix B of this Agreement.
24. The Contractor and the Department shall cooperate in the collection and exchange of data to facilitate service planning and to provide required information to the State's Child Care Review Service.
25. The Contractor and the Department agree to comply with Section 153 of the Social Services Law which requires all social services districts which purchase preventive services from other authorized agencies to charge any loss of reimbursement pursuant to this section to such agencies to the extent that such loss is attributable to such agencies.
26. The Contractor and the Department agree that a determination by the State Department of Social Services to deny reimbursement to the Department for the provision of preventive services for a child, pursuant to Sections 153 and 153-a through 153-k of the Social Services Law, shall not relieve the Department or the Contractor from which the Department has purchased preventive services, from its statutory or contractual obligations to continue to provide preventive services for the child or other children in its care.
27. Case Planning, along with casework contacts, shall be provided by the Contractor in accordance with Appendix B of this Agreement and as required by individual case plans 18 NYCRR Part 428.1 through 428.10.

28. The Contractor will review and discuss the service plan with the Department. Any changes in the plan or significant deviation therefrom, shall be submitted in a revised plan to the Department prior to the proposed implementation of the change. The Contractor shall implement the change upon receipt of written approval by the Department.
29. The Contractor agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Services Law.

#### SECTION IV: FAIR HEARINGS

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

#### SECTION V: REIMBURSEMENT AND SERVICE FEES

31. The Department shall reimburse the Contractor for provision of preventive services in accordance with the claiming procedures and prescribed schedule of fees, if applicable as set forth in Appendix B of this AGREEMENT and in accordance with State and Federal regulations pertaining to reimbursement of preventive services.

#### SECTION VI: GENERAL RESPONSIBILITIES OF PARTIES

32. The governing board of the Contractor shall exercise oversight of its day to day affairs and programs. The Contractor shall have the responsibility for day to day provision of preventive services for each child serviced by it in accordance with this Agreement and with appropriate State Department of Social Services Regulations. It is recognized by the parties hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.
33. The Contractor will maintain sufficient staff, facilities and equipment, in accordance with the Regulations of the State Department of Social Services in order to provide the services set forth in Appendix B of this Agreement.
34. The CONTRACTOR agrees to provide the services described in Appendix B of this Agreement at the principal location of:

Cayuga Home for Children (a/k/a Cayuga Centers), FFT & MST PROGRAM, 101  
Hamilton Avenue, Auburn, New York 13021

and agrees to provide the Department written notification of the location(s) of any additional support services that are provided in conjunction with the child service plan, outside of the aforementioned address(s).

35. The Department agrees to notify the Contractor with the person assigned to monitoring responsibility for Child Protective Services for the recipients receiving preventive services from the Contractor.

#### SECTION VII: BOOKS, RECORDS AND REPORTS

36. The Contractor will keep accurate records (in conformance with State regulations established for utilization review and uniform case recording) for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, in addition to other recipients of service involved with the case, including the date such services were provided. The Contractor shall make such reports to the Department on the current status and progress of each recipient of service at intervals required in the State Department of Social Services Regulations.
37. All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
38. The records of individual recipients of services shall be made available to the Department upon request for consultation or review.
39. The Contractor shall maintain statistical records as required by the Department and shall furnish such data at times prescribed by and on forms supplied by the Department.
40. The Contractor agrees to maintain financial books, records and necessary supporting documents as required by the Department. The Contractor will use accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at times prescribed by and on forms furnished by the Department.
41. The Contractor agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after final payment for services to which they relate, during which time authorized County, State and/or Federal auditors shall have access to and the

right to examine the same.

42. In addition to Paragraph 38, 39, 40 and 41 of this Agreement, and until the expiration of (6) years after the furnishing of services pursuant to this Agreement or any subcontract made pursuant to this Agreement, the Contractor and its subcontractor(s), shall make available, upon written request, to the Secretary of the U.S. Department of Health and Human Services, or upon request, to the Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents and records of Contractor or subcontractor(s) that are necessary to certify the nature and extent of such costs.

#### SECTION VIII: ACCOUNTABILITY

43. The Department shall establish methods to evaluate the provision of preventive services by the Contractor pursuant to this Agreement. All provisions of this Section shall be interpreted consistent with the New York State Law and applicable regulations. In implementing the foregoing, the Contractor recognizes that the Commissioner, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Contractor with regard to the preventive services provided to the children referred hereunder;
44. The Contractor agrees that a program and facilities review, as pertains to the delivery of preventive services under this Agreement, including meetings with recipients of service, review of uniform case records, review of service policy and procedural issuances, review of staffing and job description and meetings with and staff directly or indirectly involved in the provision of preventive services, may be conducted at any reasonable time by qualified personnel from those local, State and Federal agencies with the required legal powers and statutory authority to conduct such activities;
45. The Department shall confer with the Contractor at least twice a year to discuss the Contractor's services purchased by the Department. This shall include but not be limited to such items as frequency of contact and planning with the natural family and significant others, scope of Service Plans and of achieving the goals stated therein, extent to which special mental health, remedial, tutorial and vocational services were provided after the Contractor and the Department determined these were necessary. These semi-annual client reviews shall include determination of compliance to contract requirements;
46. If the Contractor significantly does not conform to the provisions of this Agreement after due written notice, the Department may take such actions or invoke such sanctions under this Agreement and any appropriate regulations issued by the State Department of Social Services as it deems necessary;
47. The Contractor shall not make any subcontract for the performance of this Agreement

without prior written approval of the Department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement shall be void. It should also be noted that where subcontractors are permitted, they are subject to Federal and State requirements governing purchase of services contracts and the Contractor is responsible for the performance of any subcontractor;

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

#### SECTION IX: COMPLIANCE WITH LAW

49. The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No.11375 and as supplemented in Department of Labor Relations, 41 CFR, Part 60. The Contractor also agrees to observe all applicable Federal regulations contained in 45 CFR, Part 84, and 28 CFR, Part 41;
50. The Contractor represents and agrees to be bound by the terms and conditions of Appendix A attached hereto and made a part hereof.

#### SECTION X: TERMINATION OF AGREEMENT

51. This Agreement can be terminated with a thirty (30) day written notice by either party.
52. This Agreement may be terminated by the Department for cause upon the failure of the Contractor to comply with the terms and conditions of this Agreement, including the attachment thereto, provided that the Department shall give the Contractor written notice specifying the Contractor's failure. Such written notice shall be delivered via registered or certified mail with return receipt requested or shall be delivered by hand with receipt granted by the Contractor. The Contractor agrees not to incur new obligations or to claim for any expenses incurred after receipt of the notification of termination.
53. In addition to the termination provisions set forth in paragraph 51 supra, the Department shall have the right to terminate this Agreement in whole or in part, if at any time Contractor has failed to comply with any Federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Contractor, required by Federal, State or County government is revoked, not renewed, or otherwise not

in full force or effect, or in the event that a new such license, approval or certification is required and Contractor fails to secure it during the term of this Agreement.

54. When a contract is to be terminated pursuant to Paragraph 52 and 53 of this Agreement, notice of termination shall be given in writing specifying the reasons for termination and the effective date of termination. The effective date shall not be less than sixty (60) days from the date of notice, unless substantial breach of contract is involved, in which case the effective date shall not be less than thirty days from the date of notice. In any event, the effective date of termination shall not be later than the Agreement expiration date.
55. Upon termination or upon expiration of the term of this Agreement pursuant to Paragraphs 51, 52, or 53 supra, the Department shall arrange for the transfer to another contractor of all public charges then served by the Contractor. In order to reimburse that contractor for all public charges not transferred by the effective date of termination, the Department and the Contractor will negotiate an extension of this Agreement prior to the date of termination.
56. The Contractor shall comply with all Department close-out procedures, including but not limited to: account for and refund to the Contractor pursuant to this Agreement; not incur or pay any further obligation to be reimbursed to it under this Agreement beyond the termination date; and transmit to the Department or its designee on written request copies of all books, records, documents and materials pertaining to the financial details of any services provided under the terms of this Agreement.

#### SECTION XI: MISCELLANEOUS PROVISIONS

57. The Department and the Contractor agree that the Contractor is an independent Contractor and is not in any way to be deemed an employee of the County.
58. The Contractor agrees that it will at all times defend, indemnify and hold the County and its officers and employees harmless and free and clear of any and all liability arising from any act of omission or commission by the Contractor, its officers or employees, with respect to this Agreement and any of the terms thereof.
59. The Contractor shall submit a claim form to the Accounting Department which has been approved by the Department certifying the satisfactory completion of the Contractor's performance and setting forth the payment to be made.
60. This Agreement may not be assigned, transferred or in any way disposed of by the Contractor without first having obtained written approval thereof from the Department.
61. The Contractor warrants that it is not in arrears to the County upon any debt or contract, and that it has not been in default and is not in default as surety, contractor or otherwise.

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

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

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

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County: \_\_\_\_\_

Anthony J. Picente, Jr., Oneida County Executive

\*\*\*\*\*

Date: \_\_\_\_\_

Approved: \_\_\_\_\_

Amanda Lynn Cortese, Special Assistant County Attorney

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County Department of Social Services: \_\_\_\_\_

Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: 03/14/17

Contractor: \_\_\_\_\_

Edward Myers Hayes, President and Chief Executive Officer

\*\*\*\*\*

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)

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\*\*Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B  
PURCHASE of SERVICES SPECIFICATION for ONEIDA COUNTY  
PROGRAM NARRATIVE, TERMS AND CONDITIONS, and RATES OF PAY

Family Functional Therapy (FFT) & Multisystemic Therapy (MST)  
with  
Cayuga Home for Children

**1. SERVICES**

- a. Contractor will provide Functional Family Therapy (FFT) and Multisystemic Therapy (MST) to children who are at risk of out-of-home placement. The Functional Family Therapist requires a Master's degree and compliant with all required trainings to provide FFT. FFT Therapist and will carry a case load of 10-15 children and their families at any given time with 24 hour availability. The Multisystemic Therapist requires a Master's degree and compliant with all required trainings to provide MST. MST Therapist will carry a case load of 4-6 children and their families at any given time with 24 hour availability. The Contractor is Nationally Licensed to provide both FFT and MST, and will maintain such license throughout the duration of this agreement.
- b. Contractor has expertise and a thorough understanding of the FFT Model, the MST Model, and a thorough understanding of the Social Services system and resources in the community. Both FFT and MST have been used as a means to facilitate permanency outcomes for youth at-risk of placement out of the home and reduce recidivism for youths involved in the child welfare system.
- c. FFT is a family-based prevention and intervention program for high-risk youth that addresses complex and multidimensional problems through clinical practice that is flexibly structured and culturally sensitive. The FFT clinical model concentrates on decreasing risk factors and on increasing protective factors that directly affect adolescents, with a particular emphasis on familial factors.
  - i. The program is for at-risk youth ages 11 to 18 and has been applied in a variety of multiethnic, multicultural contexts to treat a range of youth and their families. Targeted youth generally are at risk for delinquency, violence, substance use, and other behavioral problems.
  - ii. FFT can consist of 8 to 12 one-hour sessions up to 30 sessions of direct service for families depending on the circumstances. Sessions are generally spread over a 3-month period and can be conducted as a home-

based model. FFT integrates several elements (clinical theory, empirically supported principles, and clinical experience) into a comprehensive clinical model. The model has five specific phases: engagement, motivation, relational assessment, behavior change, and generalization.

- iii. In the *engagement phase*, therapists concentrate on establishing and maintaining a strengths-based relationship with clients. The goals of this phase are to enhance the perception that the FFT therapeutic process will be responsive and credible, and demonstrate to clients that therapists will listen to, help, and respect them.
  - iv. During the *motivational phase*, therapists concentrate on the relationship process between adolescents and their family. One goal of this phase is to create a motivational context, so that adolescents and their families will want to continue therapy and not drop out. In addition, therapists concentrate on decreasing the negativity often characteristic of high-risk youths and families, as well as hopelessness and low self-efficacy. During this phase, the idea is emphasized and reiterated that a positive experience in therapy can lead to a lasting change.
  - v. The *relational assessment* involves analyzing the relational processes of the family, in addition to creating treatment places for the behavior change and generalization phases. The emphasis shifts during this phase from an individual problem to a relational perspective. Therapists work on intra-family and extra-family capabilities, such as values, interaction patterns, sources of resistance, and resources.
  - vi. The *behavior change phase* aims to reduce and eliminate the problem behaviors and accompanying family relational patterns through individualized behavior change interventions (skill training in family communication, parenting, problem-solving, and conflict management). Therapists work to develop change in behavior, while remaining aware of family members' abilities and interpersonal needs.
  - vii. Finally, the goal of the *generalization phase* is to increase the family's capacity to adequately use community resources and to engage in relapse prevention. The emphases are on relationships between family members and multiple community systems.
- d. MST is an intensive family and community-based treatment that addresses the multiple determinants of serious antisocial behavior in at-risk youth. The multisystemic approach views individuals as being nested within a complex network of interconnected systems that encompass individual, family, and extra-

familial (peer, school, neighborhood) factors. Intervention may be necessary in any one or a combination of these systems.

- i. MST typically targets chronic, violent, and/or substance abusing youth who are at high risk of requiring (or returning from) out-of-home placement.
  - ii. MST addresses the multiple factors known to be related to delinquency across the key settings, or systems, within which youth are embedded. MST strives to promote behavior change in the youth's natural environment, using the strengths of each system (e.g., family, peers, school, neighborhood, indigenous support network) to facilitate change.
  - iii. The major goal of MST is to empower parents with the skills and resources needed to independently address the difficulties that arise in raising teenagers and to empower youth to cope with family, peer, school, and neighborhood problems. Within a context of support and skill building, the therapist places developmentally appropriate demands on the adolescent and family for responsible behavior. Intervention strategies are integrated into a social ecological context and include strategic family therapy, structural family therapy, behavioral parent training, and cognitive behavior therapies.
  - iv. MST is provided using a home-based model of services delivery. This model helps to overcome barriers to service access, increases family retention in treatment, allows for the provision of intensive services (i.e., therapists have low caseloads), and enhances the maintenance of treatment gains. The average duration of MST treatment is approximately 4 months.
  - v. Evaluations of MST have demonstrated:
    1. reduced long-term rates of placement in youth;
    2. reduced rates of out-of-home placements for at-risk youth;
    3. extensive improvements in family functioning;
    4. decreased mental health problems for at-risk youth;
    5. favorable outcomes at cost savings in comparison with usual mental health and juvenile justice services.
- e. The work activities of both programs will include but not be limited to:
- i. Contractor will provide (1) FFT Therapist and one (1) MST Therapist utilizing the FFT and MST Model.
  - ii. oversight of these two (2) Therapists will be provided by an FFT Supervisor

and an MST Supervisor, respectively, Each position requires a Masters' Degree.

- iii. All referrals to this program must be made by Oneida County Department of Social Services. Upon receiving the appropriate referral from the Department of Social Services, the Contractor will follow the established procedures as agreed upon by both the Department and Contractor.
- iv. Contractor will make contact with youth and families within 24 hours upon receipt of referral and notify the referring worker when contact has been made.
- v. FFT & MST are provided using a home-based model where services are delivered in the natural environment, Therapist must observe the living situations of each family and report poor conditions to the Department.
- vi. Therapists will maintain the following documentation: intake paperwork, assessments of the youth and family, and weekly summaries after each visit with the family noting the progress, issues, and concerns.
- vii. Upon completion of program staff completes a closing assessment with the youth and family similar to the intake assessment to evaluate effectiveness of program.
- viii. Upon completion of program therapist follow up with families at 3 intervals first contact is at three (3) months, second contact at six (6) months and third contact at twelve (12) month after completion of program utilizing phone contacts.
- ix. Contractor will provide trainings to the Department on a regular basis to assure program processes are clear and functioning effectively.
- x. Contractor will provide reporting and assessment forms acceptable to the Department of Social Services.
- xi. The Contractor will participate in the Committee on Appropriate Placement (CAP) meetings and other treatment meetings as requested by the Department of Social Services.
- xii. Contractor will help to encourage all appropriate parties to be present for the case planning/service plan development sessions.
- xiii. Contractor will see all children and families both at home and community

locations, i.e. school. Visits must include unannounced visits.

- f. Program target and outcomes:
  - i. 80% of families will increase their ability to resolve conflict.
  - ii. 80% of families will show improvement in effective communication skills.
  - iii. 80% of families will increase their formal and/or informal support network.
  - iv. 75% of youth will reduce occurrences of unexcused absences.
  - v. 75% of youth will reduce their use of drugs.
  - vi. 75% of youth will reduce their use of alcohol.
  - vii. 75% of youth will engage in pro-social activities.
  - viii. 60% of program graduates will avoid out-of-home care within 12 months from graduating the program.
- g. The Contractor will provide:
  - i. Linkage to an integrated system of community-based diversion services.
  - ii. Promote the development of community-based services as an alternative to institutionalization.
  - iii. Reports to the Department as requested and as required by Federal, State or Local law, rule or regulation, monthly and a final statistical report of services provided by the Contractor under this program.
- h. Contractor staff will attend any and all training as required by the County of Oneida pursuant to Federal, State or Local law, rule, or regulation, or as necessary to evaluate Contractor's performance under this Agreement.
- i. The Agency will keep accurate records for each public charge receiving services under this Agreement. Each record shall indicate the services provided to the child and his or her family, including the date such services were provided. The Agency shall provide such reports to the Department on the current status and progress of each recipient of services at intervals required.
- j. All information contained in the Agency's files shall be held confidential pursuant



to the applicable provision of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NYCRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

- k. The Contractor shall complete a Contract Staffing Report upon completion of a fully executed Agreement. The Contractor agrees to maintain program staff for the duration of this agreement and complete a Contract Staff Vacancy Report upon any changes.

## **2. PERFORMANCE OF SERVICES**

- a. Contractor represents that Contractor is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. Contractor shall use Contractor's best efforts to perform the Services such that the results are satisfactory to the Department. Contractor shall be solely responsible for determining the location, method, details and means of performing the services, except where Federal, State or Local Laws and Regulations impose specific requirements on performance of the same.
- b. Contractor may, at Contractor's own expense, employ or engage the services of such employees, subcontractors and/or partners as Contractor deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be employees of the Department, and the Department shall have no obligation to provide Assistants with any salary or benefits. Contractor shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the Department, in compliance with any and all applicable Federal, State or Local Laws and Regulations. Contractor shall expressly advise the Assistants of the terms of this Agreement.
- c. Contractor acknowledges and agrees that Contractor and its Assistants have no authority to enter into contracts that bind the Department or create obligations on the part of the Department without the prior written authorization of the Department.
- d. Contractor shall inform the Department within twenty-four (24) hours if he/she is unable or unwilling to accept an assignment and/or perform services pursuant to this Agreement. Contractor maintains the right to do so at any time, and Department maintains the right to contract with other individuals or entities to perform the same services.

**3. INDEPENDENT CONTRACTOR STATUS**

- a. It is expressly agreed that the relationship of the Contractor to the Department shall be that of an Independent Contractor. Neither the Contractor, nor its Assistants, shall be considered an employee of the Department for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Contractor and its Assistants, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Department.
- b. Contractor warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar service(s) to other entities and/or the general public as a regular course of business. Contractor and Department agree that Contractor is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.
- c. Neither the Contractor, nor its Assistants, shall be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- d. Contractor acknowledges and agrees that neither Contractor, nor its Assistants, shall be eligible for any County employee benefits, including retirement membership credits.
- e. Contractor shall be solely responsible for applicable taxes for all compensation paid to Contractor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor's self-employment, sole proprietorship or other form of business organization, and with respect to the Assistants, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The Department shall not be responsible for withholding from the payments provided for services rendered for State of Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Contractor shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Contractor shall indemnify and hold the Department harmless from all loss or liability incurred by the Department as a result of the Department not making such

payments or withholdings.

- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Contractor's Independent Contractor status, it is agreed that both the Department and the Contractor shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.
- h. The Contractor agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

#### **4. TERM OF AGREEMENT**

- a. The term of this Agreement shall be from January 1, 2017 through December 31, 2018.
- b. The option to renew this Agreement under all current terms and conditions for one additional year not to exceed December 31, 2019 is at the sole discretion of the County and the Department, and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

#### **5. REIMBURSEMENT**

- a. Total cost of services to be provided shall be \$213,440.80 per year, payable in monthly installments as follows:
  - i. For each month from January through November: \$17,786.73;
  - ii. For the month of December: \$17,786.77.
- b. The Contractor will bill monthly on vouchers with Contract number and Name provided by the Department. The vouchers will have attached:
  - i. (2) copies of "Composite Billing for Preventive Services", with Case Number, Case Manager's name, and other data as required.
  - ii. (1) copy for each case of "Itemized Individual Billing for Preventive Services" with Case number Case Manager's name, and Case Comments.
  - iii. Other data which shall be mutually agreed upon.

#### **6. INSURANCE REQUIREMENTS AND INDEMNIFICATION**

- a. The Contractor shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.

- i. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.
  1. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
  2. Oneida County and all other parties required of the Oneida County, shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's. Coverage for these additional insured's shall include completed operations.
  3. Abuse and Molestation coverage must be included
- ii. Professional Liability coverage with limits of \$1,000,000 each occurrence and \$3,000,000 aggregate.
  1. Coverage for review of cases and resulting Professional assessment.
  2. Coverage for Abuse and Molestation.
- iii. Automobile Liability
  1. Business Auto Liability with limits of at least \$1,000,000 each accident.
  2. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
  3. Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.
- iv. Commercial Umbrella
  1. Umbrella limits must be at least \$2,000,000 and must extend over the Professional Liability coverage.
  2. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
  3. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained

by the County of Oneida.

v. Workers Compensation and Employers Liability

1. Statutory limits apply.

- b. **Waiver of Subrogation:** Contractor waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, Automobile Liability, Umbrella Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
- c. **Certificates of Insurance:** Prior to the start of any work the contractor shall provide a certificate of insurance to Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Oneida County.
- d. **Indemnification:** The Contractor agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of actions, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the negligent performance of services by Contractor and its sub-consultants, agents, servants, or employees, and from any loss or damage arising, occurring or resulting from the negligent acts or failure to act or any default or negligence by the Contractor and its sub-consultants or failure on the part of the Contractor and its sub-consultants to comply with any of the covenants, terms or conditions of this agreement.

7. **EXPENSES**

- a. Contractor is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

8. **TRAINING**

- a. Contractor shall not be required to attend or undergo any training by the Department, other than those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein. Except for those trainings mandated by Federal, State or Local Law or Regulations necessary to perform the services described herein, Contractor shall be fully responsible for her or her own training necessary to maintain any licenses or certifications to

perform the services described herein, and shall be solely responsible for the cost of the same.

**9. MISCELLANEOUS PROVISIONS**

- a. The Contractor agrees to prepare and provide the Department any and all monthly reports required by the county and State Governments.
- b. Financial and statistical records shall be subject at all reasonable times to inspection, review or audit by authorized County, State and/or federal personnel. Agency financial records for the contracted program must be completed and available to the Department of Social services fiscal staff for review and Audit upon request.
- c. The Contractor agrees, pursuant to law, that the equipment purchased under this contract is the property of the Department and shall revert to the Department upon any termination or failure to renew the contract.

**10. ADVICE OF COUNSEL**

- a. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

**APPENDIX C**  
**STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS**

Personnel

- a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, State and County laws and regulations.
- b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.
- c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

- a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
  - a. By certified or registered United States mail, return receipt requested;
  - b. By Facsimile transmission;
  - c. By personal delivery;
  - d. By expedited delivery service; or
  - e. By e-mail

Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

- b. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or register United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving

fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

#### Office Services

- a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.
- b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.
- c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

#### GENERAL TERMS AND CONDITIONS

- a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.
- b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.
- c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the



staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

- d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.
- e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;
  - No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.
  - Opinions prepared by consultant law firms construing the statutes of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224
  - The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.
- f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.
- g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the

performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that the Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

- h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, and/or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.
- i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions
- j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

- k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.
- l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.
- m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
  - a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
  - b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
  - c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
  - d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
  - e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

- n. By signing this contract, the Contractor certifies that within the past three years the Contractor has engaged in no actions that would establish a basis for a finding by the Department that the Contractor is a non-responsible vendor or, if the Contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the Contractor is a non-responsible vendor include:

- The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
- The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
- The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
- The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

- o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a
- p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at:  
[http://www.wcb.state.ny.us/content/ebiz/wc\\_db\\_exemptions/wc\\_db\\_exemptions.jsp](http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp)
- q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of

religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

## REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, form, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

## CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

- a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.
- b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the

Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

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

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

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

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

- d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.
- e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services  
Contract Administration Office, 9<sup>th</sup> Floor  
800 Park Ave  
Utica, New York, 13501

## PUBLICATIONS AND COPYRIGHTS

- a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.
- b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.
- c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded
- d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

## PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

## TERMINATION

- a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.
- b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.
- c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor
- d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the



Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

- e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during the term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGREEMENT, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30) days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

#### CONTRACTOR COMPLIANCE

The Contractor agrees to provide an Annual Certification pertaining to this Contract as part of the Contractor's Annual Independent audit.

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any

other AGREEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

## FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A Department, County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

#### ADDITIONAL ASSURANCES

- a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of

the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

- b. The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

#### RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

#### COMPLIANCE WITH LAW

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

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

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

The Contractor attest they have not been debarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

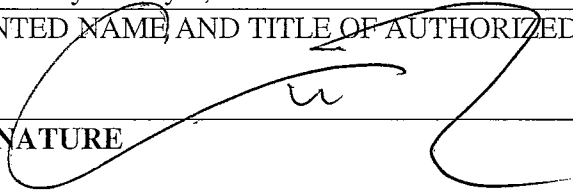
This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver,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

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

Cayuga Home for Children  
NAME OF CONTRACTED AGENCY

Edward Myers Hayes, President & Chief Executive Officer  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

  
SIGNATURE

08/14/17  
DATE

**Oneida County Department of Social Services  
Contractor and Contract Staff  
Confidentiality and Non-Disclosure Agreement**

I, the undersigned, an employee of \_\_\_\_\_, (the  
Name of Contract Agency

“Service Provider”), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Created 4-24-12

**ADDENDUM**

**THIS ADDENDUM**, entered into on this 1<sup>st</sup> day of January, 2017 between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

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

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

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

**1. Executory or Non-Appropriation Clause.**

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

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

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

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

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

*Cayuga Home for Children  
Family Functional Therapy & Multisystemic Therapy*

# 45401  
1/1/17-12/31/18

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.



c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The Contractor's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance program; and
    4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
    1. Abide by the terms of the statement; and
    2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
  - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

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

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

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

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

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

When applicable to the services provided pursuant to the Contract:

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

- 1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
- 2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and

3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
  3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**6. Workers' Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen

who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

#### **8. Wage and Hours Provisions.**

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

#### **9. Non-Collusive Bidding Certification.**

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

#### **10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports,

statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

#### **11. Identifying Information and Privacy Notification.**

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.**

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

**13. Governing Law.**

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

**14. Prohibition on Purchase of Tropical Hardwoods.**

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

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

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

**16. Gratuities and Kickbacks.**

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

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

## **17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

## **18. Certification of compliance with the Iran Divestment Act.**

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each



*Page 53 of 53*

Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

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

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

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

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE



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

## ADMINISTRATION

Phone: (315) 798-6400 • Fax: (315) 266-6138 • Email: publichealth@ocgov.net

March 24, 2017

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

HEALTH & HUMAN SERVICES  
WAYS & MEANS

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

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

Date 4/6/17

Dear Mr. Picente:

Attached are four (4) copies of a multi-year grant between Oneida County through its Health Department and the New York State Department of Health.

This New York State Department of Health Master Grant (DOH01-C31647GG-345000) is to support the County's Early Intervention Program that establishes a single point of entry for the referral of children who are at risk for developmental delays or potentially eligible children to the Early Intervention Program.

This is a multi-year grant from October 1, 2016 through September 30, 2021. The New York State Department of Health Master Grant reimbursement is \$93,789 annually and \$468,945 for the multi-year grant in its entirety.

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

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

*Phyllis D. Ellis PAB*

Phyllis D. Ellis, BSN, MS, F.A.C.H.E  
Director of Health

Attachments  
NS

Oneida Co. Department: Public Health

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   x  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** New York State Department of Health  
Corning Tower  
Empire State Plaza  
Albany, NY 12237

**Title of Activity or Service:** Early Intervention Administration Grant

**Proposed Dates of Operation:** This is a multi-year grant from October 1, 2016 through September 30, 2021.

**Client Population/Number to be Served:**

**Summary Statements**

**1) Narrative Description of Proposed Services**

Establish a single point of entry for referral of children who are at risk for developmental delays or potentially eligible children to the Early Intervention Program

**2) Program/Service Objectives and Outcomes:** Ensure referral to the EIO/D of children with a suspected delay or disability. The project services the entire county including rural areas with special emphasis to target the inner city neighborhoods as well as the increasing local refugee population.

**3) Program Design and Staffing:** N/A

**Total Funding Requested:** \$468,945.00 **Rev Account #** A4451  
**Exp Account #** A4059

**Oneida County Dept. Funding Recommendation:** \$468,945.00

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

**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 &amp; Address):<br/>                 Department of Health<br/><br/>                 Department of Health<br/>                 Corning Tower, Room<br/>                 Empire State Plaza<br/>                 Albany, NY 12237</p>                                                                                                 | <p>BUSINESS UNIT/DEPT. ID:     DOH01<br/>                 CONTRACT NUMBER:     DOH01-C31647GG-3450000<br/>                 CONTRACT TYPE:<br/> <input checked="" type="checkbox"/> Multi-Year Agreement<br/> <input type="checkbox"/> Simplified Renewal Agreement<br/> <input type="checkbox"/> Fixed Term Agreement</p>                                                                                   |
| <p>CONTRACTOR SFS PAYEE NAME:<br/>                 ONEIDA COUNTY OF</p>                                                                                                                                                                                                                                                                                   | <p>TRANSACTION TYPE:<br/> <input checked="" type="checkbox"/> New<br/> <input type="checkbox"/> Renewal<br/> <input type="checkbox"/> Amendment</p>                                                                                                                                                                                                                                                         |
| <p>CONTRACTOR DOS INCORPORATED NAME:<br/>                 Oneida County Public Health Department</p>                                                                                                                                                                                                                                                      | <p>PROJECT NAME:<br/>                 Early Intervention Administration</p>                                                                                                                                                                                                                                                                                                                                 |
| <p>CONTRACTOR IDENTIFICATION NUMBERS:<br/><br/>                 NYS Vendor ID Number:     1000002595<br/>                 Federal Tax ID Number:     156000460<br/>                 DUNS Number (if applicable):</p>                                                                                                                                      | <p>AGENCY IDENTIFIER:<br/><br/>                 CFDA NUMBER (Federally Funded Grants Only):<br/>                 84.181A</p>                                                                                                                                                                                                                                                                                |
| <p>CONTRACTOR PRIMARY MAILING ADDRESS:<br/>                 800 PARK AVE<br/>                 UTICA, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:<br/> <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:<br/> <input checked="" type="checkbox"/> Check if same as primary mailing address</p> | <p>CONTRACTOR STATUS:<br/> <input type="checkbox"/> For Profit<br/> <input checked="" type="checkbox"/> Municipality, Code:<br/> <input type="checkbox"/> Tribal Nation<br/> <input type="checkbox"/> Individual<br/> <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:<br/><br/>                 Exemption State/Code:<br/><br/> <input type="checkbox"/> Sectarian Entity</p> |

Contract Number: #     DOH01-C31647GG-3450000

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

|                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>CURRENT CONTRACT TERM:</b><br/>From: 10/01/2016 To: 09/30/2021</p> <p><b>CURRENT CONTRACT PERIOD:</b><br/>From: 10/01/2016 To: 09/30/2021</p> <p><b>AMENDED TERM:</b><br/>From: To:</p> <p><b>AMENDED PERIOD:</b><br/>From: To:</p> | <p><b>CONTRACT FUNDING AMOUNT</b><br/>(Multi-year - enter total projected amount of the contract;<br/>Fixed Term/Simplified Renewal - enter current period amount):</p> <p>CURRENT: \$468,945.00</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State<br/><input checked="" type="checkbox"/> Federal<br/><input type="checkbox"/> Other</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

(Out years represents projected funding amounts)

| # | CURRENT PERIOD        | CURRENT AMOUNT | AMENDED PERIOD | AMENDED AMOUNT |
|---|-----------------------|----------------|----------------|----------------|
| 1 | 10/01/2016-09/30/2017 | \$93,789.00    |                |                |
| 2 | 10/01/2017-09/30/2018 | \$93,789.00    |                |                |
| 3 | 10/01/2018-09/30/2019 | \$93,789.00    |                |                |
| 4 | 10/01/2019-09/30/2020 | \$93,789.00    |                |                |
| 5 | 10/01/2020-09/30/2021 | \$93,789.00    |                |                |

Contract Number: # DOH01-C31647GG-3450000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:  A-1 Program Specific Terms and Conditions  
 A-2 Federally Funded Grants
- Attachment B:  B-1 Expenditure Based Budget  
 B-2 Performance Based Budget  
 B-3 Capital Budget  
 B-4 Net Deficit Budget  
 B-1 (A) Expenditure Based Budget (Amendment)  
 B-2 (A) Performance Based Budget (Amendment)  
 B-3 (A) Capital Budget (Amendment)  
 B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other: Attachment E  
Attachment M

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

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

CONTRACTOR:

ONEIDA COUNTY OF

By: \_\_\_\_\_

\_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

STATE AGENCY:

Department of Health

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE  
APPROVED AS TO FORM

By: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE COMPTROLLER'S SIGNATURE

By: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Number: # DOH01-C31647GG-3450000

**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-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, 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

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<sup>1</sup> 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).

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

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

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

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

**J. Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
  - a) by certified or registered United States mail, return receipt requested;
  - b) by facsimile transmission;
  - c) by personal delivery;
  - d) by expedited delivery service; or
  - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the

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

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

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

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

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

**O. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from

any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

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

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

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

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

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

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

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

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

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## II. TERM, TERMINATION AND SUSPENSION

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

**B. Renewal:**

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

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

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

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

## C. Termination:

### 1. Grounds:

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

### 2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
  - (i) personal messenger service; or
  - (ii) certified mail, return receipt requested and first class mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. PAYMENT AND REPORTING

#### A. Terms and Conditions:

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



## **B. Advance Payment and Recoupment:**

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

## **C. Claims for Reimbursement:**

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

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

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

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

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

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

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

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

d) Milestone/Performance Reimbursement:<sup>4</sup> 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:<sup>5</sup> 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:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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<sup>4</sup> 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.

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

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

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

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

i) Fifth Quarter Payments:<sup>8</sup> 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,

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<sup>8</sup> 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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(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

#### **E. Refunds:**

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

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

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

#### **G. Program and Fiscal Reporting Requirements:**

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

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

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

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

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

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

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

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

#### **H. Notification of Significant Occurrences:**

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

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

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

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

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

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

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

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

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use Of Material, Equipment, Or Personnel:**

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

**D. Property:**

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



Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

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

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

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

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

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

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

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

## **E. Records and Audits:**

### **1. General:**

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

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

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

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

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

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

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

## **2. Cost Allocation:**

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

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

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

**F. Confidentiality:** The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**G. Publicity:**

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

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

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

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

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

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

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

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

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

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

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:
  - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

**L. Workers' Compensation Benefits:**

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

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

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

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

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

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

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

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

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

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

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

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

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

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

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

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

**P. Consultant Disclosure Law:**<sup>9</sup> 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.

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<sup>9</sup> 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, 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](mailto: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](mailto:mwbecertification@esd.ny.gov)  
<http://esd.ny.gov/MWBE/directorySearch.html>

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

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

Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**G.** The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

**H. Administrative Rules and Audits:**

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements regarding administration and allowable costs:

a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

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

a) If the contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised,

which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports that are not received by the dates due, the following steps shall be taken:

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

b) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

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

**J.** The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

**K.** The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

**L.** The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national

origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

**M.** The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

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

1. Workers' Compensation, for which one of the following is incorporated into the Econtract under the Contract Package Tool in the Grants Gateway or as Attachment E-1 in the paper based contract:

a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

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

2. Disability Benefits coverage, for which one of the following is incorporated into the Econtract under the Contract Package Tool in the Grants Gateway or as Attachment E-2 in the paper based contract:

a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

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

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

**O.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

**P.** All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

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

**R.** The CONTRACTOR shall submit to the STATE *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:

New York State Department of Health  
Bureau of Administration, Finance & Contract Management Unit  
Empire State Plaza, Corning Tower Building, Room 859  
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: Alexis Lighthall

Title: Health Program Administrator

Address: New York State Department of Health

Bureau of Administration, Finance & Contract Management Unit

Empire State Plaza, Corning Tower Building, Room 859

Albany, NY 12237

Telephone Number: (518) 474-4569

Facsimile Number: (518) 473-3391

E-Mail Address: alexis.lighthall@health.ny.gov

**Vendor/Grantee**

Vendor/Grantee notices shall be addressed to the Executive Director at the address listed within "Contractor Primary Mailing Address" on Page 1 of 2, Master Grant Contract, Face Page.

**Part B. Program Specific Clauses**

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

**ATTACHMENT A-1**  
**AGENCY AND PROGRAM SPECIFIC CLAUSES**  
**Part B. Program Specific Clauses**

**New York State Department of Health**

**Department of Health Program Name: Center for Community Health**

**Initiative Name: Early Intervention Administration**

**A. SUBCONTRACTS**

1. In addition to those terms set forth in the Master Contract concerning subcontractors, the following terms shall also apply:
  - a. Unless otherwise authorized or directed by the Department, all proposed subcontracts for the performance of the obligations contained herein require the review and approval of the Department prior to the execution of an agreement between the Contractor and subcontractors. All such agreements between the Contractor and subcontractors shall be by bona fide written contract, which may only be changed by expressed written consent of both parties and upon prior approval of the Department.
  - b. The Department shall have the right to contact any subcontractor directly concerning the Performance of the obligations contained herein and to require the attendance of the Subcontractor at any or all meetings between the Contractor and Department, at which the performance of the Contractor pursuant to this Master Contract will be discussed.
  - c. Any interest accrued on funds provided to the contractor by the Department pursuant to the contractors request for an advance payment, shall either be used to reduce reimbursement owed to the Contractor by the Department pursuant to this Master Contract, or at the direction of the Department, used to provide additional services provided for under this Master Contract.

- B.** The Contractor agrees to identify the position(s) and the incumbent(s) responsible for directing the work to be done under this Master Contract. The Department may, at its discretion, require the Contractor to request prior approval from the Department to change or substitute such responsible person(s), to the degree that such change is within the reasonable control of the Contractor.

**C. PUBLICATIONS AND COPYRIGHTS**

1. The Contractor agrees that any and all materials, publications, videos or curricula conceived, produced and/or reduced to practice pursuant to this Master Contract, or with monies supplied pursuant to this Master Contract, shall become property of the Department.



**ATTACHMENT A-1**  
**AGENCY AND PROGRAM SPECIFIC CLAUSES**  
**Part B. Program Specific Clauses**

**New York State Department of Health**

2. Pursuant to Section IV(G)(2)(a) of the Master Contract, the Contractor shall acknowledge the support of the State and Department of Health with the following language: "Produced with funding from The New York State Department of Health, Division of Family Health."
3. Except as otherwise provided in Section IV(G)(3) of the Master Contract, the Department and the State of New York expressly reserve the right to reproduce, publish distribute, copyright or otherwise use, in perpetuity, any and all materials, publications, videos or curricula conceived and produced pursuant to this Master Contract and all the activities supported thereunder.
4. The Contractor agrees that unless otherwise provided by the terms of this Master Contract, the Contractor is expressly prohibited from copyrighting the materials developed in the course of this Master Contract, or permitting others to do so without the prior written consent of the Department.
5. If any materials paid for under this contract are used in a revenue generating activity, the Contractor shall report such intentions to the Department for prior written approval and shall be subject to the direction of the Department as to the disposition of such revenue.

**D. PURCHASING**

1. All procurement transactions, including but not limited to equipment purchases and leases, supplies, conference, training, or seminar related expenditures, and other services whose cost is borne in whole or in part by this contract shall be conducted in a manner to provide , to the maximum extent practicable, open and free competition.
2. In addition to the requirements of Section IV (D) of the Master Contract, procurement records and files for purchases in excess of \$5,000 shall include the following:
  - a. basis for selection;
  - b. listing of bidders solicited or vendors contacted, including but not limited to the response from each bidder or vendor to the solicitation;
  - c. justification for lack of competition when competitive bids or offers are not obtained;
  - d. basis for award cost or price.

- E.** Reimbursement for any travel related expenses, including but not limited to transportation, lodging, and meal expenses shall be based upon the actual, necessary and reasonable expenses essential to the ordinary comforts of the traveler in the performance of the duties under this Master Contract and shall be reimbursed pursuant to the terms of Section III (5) of the Master Contract.

**ATTACHMENT A-1**  
**AGENCY AND PROGRAM SPECIFIC CLAUSES**  
**Part B. Program Specific Clauses**

**New York State Department of Health**

**F. EQUIPMENT/INVENTORY REPORT**

1. In addition to the requirements contained in Section IV (c) (1) and Section IV (D) (2) of the Master Contract, A complete inventory of all property as defined in Section IV (D) (1) shall be maintained by the Contractor who shall report to the appropriate Program Director of the State Department of Health acquisitions of equipment. All such equipment shall be identified in a suitable manner. An annual inventory of such equipment shall be submitted to such Program Director by the Contractor and is to be inclusive of all such equipment received during the contract year, within 45 days after the completion of the services to be performed under this Master Contract. Disposition of the inventoried property will be made in accordance with the Master Contract and applicable provisions of law.

**G. HEALTHY MEETING GUIDELINES**

For Agreements under Which Contractors Receive Reimbursement from the State for all or a portion of meeting costs: By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the Departments' requirements for healthy meetings when the State is reimbursing for all or a portion of the meeting costs. The Department reserves the right to review the site, menu and agenda so that the State can ensure the nutrition, physical activity, sustainability and tobacco-free guidelines are met. The Healthy Meeting Guidelines and frequently asked questions can be accessed at: 3TU [http://www.health.ny.gov/funding/cch\\_hmr\\_faq.pdf](http://www.health.ny.gov/funding/cch_hmr_faq.pdf).

**ATTACHMENT A-1**  
**AGENCY AND PROGRAM SPECIFIC CLAUSES**  
**Part B. Program Specific Clauses**

**New York State Department of Health**

**H. REFUSAL OF FUNDS FROM TOBACCO-RELATED ENTITIES**

By signing this AGREEMENT, the CONTRACTOR certifies that it has a written policy prohibiting any affiliation<sup>1</sup> with a tobacco company or tobacco product manufacturer<sup>2</sup> including receipt of gifts, grants, contracts, financial support and in-kind support, and other relationships. CONTRACTOR certifies that no not-for-profit subcontractors receiving funding through this AGREEMENT for work instrumental to achieving the goals and objectives of the grant has any affiliation with a tobacco company or tobacco product manufacturer. More information regarding tobacco-free requirements, including frequently asked questions, can be found at: [http://www.health.ny.gov/funding/cch\\_rfte\\_faq.pdf](http://www.health.ny.gov/funding/cch_rfte_faq.pdf).

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<sup>1</sup> Affiliation:

- being employed by or contracted to any tobacco company, association or any other agents known by you to be acting
- for tobacco companies or associations;
- receiving honoraria, travel, conference or other financial support from any tobacco company, association or any other
- agents known by you to be acting for or in service of tobacco companies or associations;
- receiving direct or indirect financial support for research, education or other services from a tobacco company,
- association or any agent acting for or in service of such companies or associations, and;
- owning a patent or proprietary interest in a technology or process for the consumption of tobacco or other tobacco use
- related products or initiatives.

<sup>2</sup> Tobacco company or tobacco product manufacturer: any person, corporation or entity, including any repacker or relabeler, who:

- manufactures, fabricates, assembles, processes, or labels a tobacco product; or
- imports a finished tobacco product for sale or distribution in New York State.

**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;

November 13, 2014

- (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

November 13, 2014

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.

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- (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 federal grant requirements regarding administration and allowable costs:

a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

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

a) If the contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being

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audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports that are not received by the dates due, the following steps shall be taken:
  - a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
  - b) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

**Part B. Program Specific Federal Clauses**

Attachment A-2 Part B intentionally omitted.

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

PROJECT NAME: Early Intervention Administration

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 10/01/2016

To: 09/30/2017

| CATEGORY OF EXPENSE             | GRANT FUNDS        | MATCH FUNDS   | MATCH %    | OTHER FUNDS         | TOTAL               |
|---------------------------------|--------------------|---------------|------------|---------------------|---------------------|
| <b>1. Personal Services</b>     |                    |               |            |                     |                     |
| a) Salary                       | \$62,888.00        | \$0.00        | 0 %        | \$205,027.00        | \$267,915.00        |
| b) Fringe                       | \$29,658.00        | \$0.00        | 0 %        | \$209,644.00        | \$239,302.00        |
| Subtotal                        | \$92,546.00        | \$0.00        | 0 %        | \$414,671.00        | \$507,217.00        |
| <b>2. Non Personal Services</b> |                    |               |            |                     |                     |
| a) Contractual Services         | \$0.00             | \$0.00        | 0 %        | \$0.00              | \$0.00              |
| b) Travel                       | \$0.00             | \$0.00        | 0 %        | \$20,500.00         | \$20,500.00         |
| c) Equipment                    | \$0.00             | \$0.00        | 0 %        | \$5,190.00          | \$5,190.00          |
| d) Space/Property & Utilities   | \$0.00             | \$0.00        | 0 %        | \$0.00              | \$0.00              |
| e) Operating Expenses           | \$1,243.00         | \$0.00        | 0 %        | \$21,443.00         | \$22,686.00         |
| f) Other                        | \$0.00             | \$0.00        | 0 %        | \$0.00              | \$0.00              |
| Subtotal                        | \$1,243.00         | \$0.00        | 0 %        | \$47,133.00         | \$48,376.00         |
| <b>TOTAL</b>                    | <b>\$93,789.00</b> | <b>\$0.00</b> | <b>0 %</b> | <b>\$461,804.00</b> | <b>\$555,593.00</b> |

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

| SALARY                        |                                |                            |                          |                         |              |  |
|-------------------------------|--------------------------------|----------------------------|--------------------------|-------------------------|--------------|--|
| POSITION TITLE                | ANNUALIZED SALARY PER POSITION | STANDARD WORK WEEK (HOURS) | PERCENT OF EFFORT FUNDED | NUMBER OF MONTHS FUNDED | TOTAL        |  |
| Director of Health            | \$93,828.00                    | 35                         | 0                        | 12                      | \$3,753.00   |  |
| Deputy Director of Health     | \$99,373.00                    | 35                         | 0                        | 12                      | \$9,937.00   |  |
| Fiscal Services Administrator | \$66,666.00                    | 35                         | 0                        | 12                      | \$6,666.00   |  |
| Early Intervention Director   | \$80,933.00                    | 35                         | 0                        | 12                      | \$80,933.00  |  |
| Program Manager               | \$51,575.00                    | 35                         | 0                        | 12                      | \$51,575.00  |  |
| Public Health Nurse           | \$62,533.00                    | 35                         | 48                       | 12                      | \$62,533.00  |  |
| Principal Account Clerk       | \$30,223.00                    | 35                         | 35                       | 12                      | \$30,223.00  |  |
| Office Specialist I           | \$22,295.00                    | 35                         | 100                      | 12                      | \$22,295.00  |  |
|                               |                                |                            |                          | Subtotal                | \$267,915.00 |  |
| <b>TOTAL FRINGE</b>           |                                |                            |                          |                         |              |  |
|                               |                                |                            |                          |                         | \$239,302.00 |  |
|                               |                                |                            |                          | PERSONAL SERVICES TOTAL | \$507,217.00 |  |

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

| CONTRACTUAL SERVICES - TYPE/DESCRIPTION | TOTAL |
|-----------------------------------------|-------|
|                                         |       |
| TOTAL                                   |       |

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

| TRAVEL - TYPE/DESCRIPTION | TOTAL       |
|---------------------------|-------------|
| Meetings and Seminars     | \$2,500.00  |
| Travel and subsistence    | \$18,000.00 |
| TOTAL                     | \$20,500.00 |

| EQUIPMENT - TYPE/DESCRIPTION | TOTAL      |
|------------------------------|------------|
| Computer hardware            | \$3,636.00 |
| Rent/Lease copier            | \$1,554.00 |
| TOTAL                        | \$5,190.00 |

| SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION | TOTAL |
|--------------------------------------------------|-------|
|                                                  |       |
| TOTAL                                            |       |



| SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION | TOTAL |
|-------------------------------------------------|-------|
|                                                 |       |
| TOTAL                                           |       |

| TYPE/DESCRIPTION OF UTILITY EXPENSES | TOTAL |
|--------------------------------------|-------|
|                                      |       |
| TOTAL                                |       |

| OPERATING EXPENSES - TYPE/DESCRIPTION |       | TOTAL       |
|---------------------------------------|-------|-------------|
| Interpretation services               |       | \$2,250.00  |
| Office supplies                       |       | \$3,050.00  |
| Program insurance and bonding         |       | \$4,403.00  |
| Telephone                             |       | \$3,312.00  |
| Meter postage                         |       | \$2,850.00  |
| Cell telephone                        |       | \$3,036.00  |
| Computer software and licenses        |       | \$2,548.00  |
| Other expenses                        |       | \$1,237.00  |
|                                       | TOTAL | \$22,686.00 |

| OTHER - TYPE/DESCRIPTION | TOTAL |
|--------------------------|-------|
|                          |       |
| TOTAL                    |       |

ATTACHMENT C - WORK PLAN  
SUMMARY

PROJECT NAME: Early Intervention Administration

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 10/01/2016

To: 09/30/2017

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes. This project ensures that our municipality will be able to continue to provide a single point of entry for referral to the EIO/D of children with a suspected delay or disability. The project allows for us to service the entire county including rural areas. We are able to target the inner city neighborhoods as well as our increasing refugee population. On an annual basis we are able to reach over 1,000 children through our various network and outreach efforts. Our program is available Mon - Fri, 8:30-4:30 with the opportunity to see families outside of these hours when necessary.

ATTACHMENT C - WORK PLAN

DETAIL

|                                                                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Objective</b>                                                                                                                                                                                          |
| 1 Public Awareness and Child Find                                                                                                                                                                         |
| <b>Tasks</b>                                                                                                                                                                                              |
| 1 Establish a single point of entry for referral of children who are at risk for developmental delays or potentially eligible children to the EIP as specified in Attachment E attached to this contract. |
| <u>Performance Measures</u>                                                                                                                                                                               |
| 1 Public Awareness and Child Find - Municipalities will comply with all requirements in the work plan as developed by the Department for tasks 1-11                                                       |
| <b>Tasks</b>                                                                                                                                                                                              |
| 2 Disseminate public awareness materials and materials related to the EIP and Child Health Plus as specified in Attachment E attached to this contract.                                                   |
| <u>Performance Measures</u>                                                                                                                                                                               |
| <b>Tasks</b>                                                                                                                                                                                              |
| 3 Educate health care providers and primary referral sources about the importance of developmental screening as specified in Attachment E attached to this contract.                                      |
| <u>Performance Measures</u>                                                                                                                                                                               |
| <b>Tasks</b>                                                                                                                                                                                              |
| 4 Establish a working relationship with child protection agencies regarding the Child Abuse Prevention and Treatment Act as specified in Attachment E attached to this contract.                          |
| <u>Performance Measures</u>                                                                                                                                                                               |
| <b>Tasks</b>                                                                                                                                                                                              |
| 5 Make other reasonable efforts to identify and locate children within the municipality who are potentially eligible for the EIP.                                                                         |
| <u>Performance Measures</u>                                                                                                                                                                               |
| <b>Tasks</b>                                                                                                                                                                                              |
| 6 Promote a local process to engage children in the primary health care system as specified in Attachment E attached to this contract.                                                                    |

ATTACHMENT C - WORK PLAN

DETAIL

Performance Measures

**Tasks**

7 Ensure that any direct developmental screening conducted by the municipality is only conducted as a last resort as specified in Attachment E attached to this contract.

Performance Measures

**Tasks**

8 Ensure that parents are fully informed of and understand their rights and entitlements under the EIP, including providing The Early Intervention Program: A Parent's Guide as specified in Attachment E attached to this contract.

Performance Measures

**Tasks**

9 Ensure that the municipality appropriately designates in writing an initial service coordinator (SC) (State-approved service providers) for each referred child as specified in Attachment E attached to this contract.

Performance Measures

**Tasks**

10 Ensure that the parent and municipality receive the evaluation report in a timely manner prior to the initial Individualized Family Service Plan (IFSP) so the IFSP meeting can be held within 45 days of the child's referral.

Performance Measures

**Tasks**

11 Ensure that only eligible children receive IFSP services.

Performance Measures

ATTACHMENT C - WORK PLAN

*DETAIL*



ATTACHMENT C - WORK PLAN

DETAIL

|                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Objective</b>                                                                                                                                                                                                                                               |
| 2 Family-Centered Services                                                                                                                                                                                                                                     |
| <b>Tasks</b>                                                                                                                                                                                                                                                   |
| 1 Ensure that the EIO/D provides for adequate time before the meeting date so that the family and other participants will be able to attend.                                                                                                                   |
| <u>Performance Measures</u>                                                                                                                                                                                                                                    |
| 1 Family Centered Services - Municipalities will comply with all requirements in the work plan as developed by the Department for tasks 1-10                                                                                                                   |
| <b>Tasks</b>                                                                                                                                                                                                                                                   |
| 2 Ensure that the EIO/D sends timely written notice (two or more days before the meeting) of all IFSP meetings to required participants.                                                                                                                       |
| <u>Performance Measures</u>                                                                                                                                                                                                                                    |
| <b>Tasks</b>                                                                                                                                                                                                                                                   |
| 3 Ensure that the EIO/D and all other required members participate in IFSP meetings, including six-month reviews as specified in Attachment E attached to this contract.                                                                                       |
| <u>Performance Measures</u>                                                                                                                                                                                                                                    |
| <b>Tasks</b>                                                                                                                                                                                                                                                   |
| 4 Ensure that initial IFSPs are completed in a timely manner so that IFSPs are in compliance with the 45-day timeline from date of referral and that it is documented in the child's record and in the EI data system (KIDS/NYEIS) if the timeline is not met. |
| <u>Performance Measures</u>                                                                                                                                                                                                                                    |
| <b>Tasks</b>                                                                                                                                                                                                                                                   |
| 5 Ensure that the development of IFSPs meet all regulatory requirements for every eligible child as specified in Attachment E attached to this contract.                                                                                                       |
| <u>Performance Measures</u>                                                                                                                                                                                                                                    |
| <b>Tasks</b>                                                                                                                                                                                                                                                   |
| 6 Ensure that services agreed upon between the parent and EIO/D are clearly stated, in writing, as specified in Attachment E attached to this contract.                                                                                                        |

ATTACHMENT C - WORK PLAN

DETAIL

Performance Measures

**Tasks**

- 7 Ensure that due process rights of mediation, impartial hearing, and system complaints are provided to the parent whenever there is a dispute regarding services as specified in Attachment E attached to this contract.

Performance Measures

**Tasks**

- 8 Ensure that parents understand that they may accept or decline any early intervention service without jeopardizing other early intervention services.

Performance Measures

**Tasks**

- 9 Secure written parental permission for the confidential exchange of information among parents, evaluators, service providers, service coordinators, and/or other individuals according to federal and state law and regulation.

Performance Measures

**Tasks**

- 10 Ensure that families are included in all aspects of the early intervention process and have the services needed to maximize their involvement.

Performance Measures

ATTACHMENT C - WORK PLAN

DETAIL

|                                                                                                                                                                                                                                                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Objective</b>                                                                                                                                                                                                                                                |
| 3 Child and Family Outcomes                                                                                                                                                                                                                                     |
| <b>Tasks</b>                                                                                                                                                                                                                                                    |
| 1 For child outcomes, municipalities will: Ensure that a sufficient number of children found eligible are enrolled in the Child Outcome Summary (COS) process<br>Children should be between the ages of four months and thirty months old at the time of the fi |
| <u>Performance Measures</u>                                                                                                                                                                                                                                     |
| 1 Child Outcomes - Municipalities will comply with all requirements in the work plan as developed by the Department for Tasks 1-4                                                                                                                               |
| <b>Tasks</b>                                                                                                                                                                                                                                                    |
| 2 For child outcomes, municipalities will: Ensure that a COS form is completed at the child's first IFSP meeting and again at the time closest to exiting the EIP.                                                                                              |
| <u>Performance Measures</u>                                                                                                                                                                                                                                     |
| <b>Tasks</b>                                                                                                                                                                                                                                                    |
| 3 For child outcomes, municipalities will: Ensure that the inclusion of the child in the COS process is indicated in the child's home page in NYEIS.                                                                                                            |
| <u>Performance Measures</u>                                                                                                                                                                                                                                     |
| <b>Tasks</b>                                                                                                                                                                                                                                                    |
| 4 For child outcomes, municipalities will: Ensure that completed forms are sent in a timely manner to be included in the calculation of the Annual Performance Report (APR) indicator for child outcomes.                                                       |
| <u>Performance Measures</u>                                                                                                                                                                                                                                     |
| <b>Tasks</b>                                                                                                                                                                                                                                                    |
| 5 For family outcomes and the SSIP, municipalities will: Ensure that the contact information, including names of parents and caregivers and children, street address, towns, state and zip code are kept current in the EIP data system, and that the langua    |
| <u>Performance Measures</u>                                                                                                                                                                                                                                     |
| 1 Family Outcomes and the SSIP - Municipalities will comply with all requirements in the work plan as developed by the Department for Tasks 1-3                                                                                                                 |
| <b>Tasks</b>                                                                                                                                                                                                                                                    |

ATTACHMENT C - WORK PLAN

*DETAIL*

6 For family outcomes and the SSIP, municipalities will: EIO/M/D will participate in the statewide quality improvement & will work with the Department Centers of Excellence & team members to implement evidence-based strategies to increase the family-ce

Performance Measures

**Tasks**

7 For family outcomes and the SSIP, municipalities will: EIO/M/D will help recruit providers and parents in their municipality and will help coordinate the activities of local learning collaborative teams comprised of themselves, early intervention set

Performance Measures

ATTACHMENT C - WORK PLAN

DETAIL

|                                                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Objective</b>                                                                                                                                                                                       |
| 4 Service Delivery and Natural Environments                                                                                                                                                            |
| <b>Tasks</b>                                                                                                                                                                                           |
| 1 Ensure that all models of early intervention service delivery as specified in Attachment E attached to this contract.                                                                                |
| <u>Performance Measures</u>                                                                                                                                                                            |
| 1 Service Delivery and Natural Environments - Municipalities will comply with all requirements in the work plan as developed by the Department for tasks 1-5                                           |
| <b>Tasks</b>                                                                                                                                                                                           |
| 2 Ensure that the projected dates for initiation of services specified in IFSPs, including any amendments, as specified in Attachment E attached to this contract.                                     |
| <u>Performance Measures</u>                                                                                                                                                                            |
| <b>Tasks</b>                                                                                                                                                                                           |
| 3 Ensure that all services use an individualized approach for both children and their families, as specified in Attachment E attached to this contract.                                                |
| <u>Performance Measures</u>                                                                                                                                                                            |
| <b>Tasks</b>                                                                                                                                                                                           |
| 4 Ensure that services are provided in home and community based settings to the maximum extent appropriate for the needs of the eligible child as specified in Attachment E attached to this contract. |
| <u>Performance Measures</u>                                                                                                                                                                            |
| <b>Tasks</b>                                                                                                                                                                                           |
| 5 Ensure that procedures are in place to change a service provider and to provide appropriate notification to the parent as specified in Attachment E attached to this contract.                       |
| <u>Performance Measures</u>                                                                                                                                                                            |

ATTACHMENT C - WORK PLAN

DETAIL

|                  |                                                                                                                                                                                         |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Objective</b> |                                                                                                                                                                                         |
| 5                | Delivery of Transportation and Respite Services                                                                                                                                         |
| <b>Tasks</b>     |                                                                                                                                                                                         |
| 1                | Ensure that procedures are in place to ensure that respite services are available and that an established criterion to authorize respite services is in place when needed by the family |
|                  | <u>Performance Measures</u>                                                                                                                                                             |
| 1                | Delivery of Transportation and Respite Service - Municipalities will comply with all requirements in the work plan as developed by the Department for tasks 1-2                         |
| <b>Tasks</b>     |                                                                                                                                                                                         |

2 Ensure that procedures are in place to ensure that transportation services are available when needed by the family.

Performance Measures

ATTACHMENT C - WORK PLAN

DETAIL

|                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Objective</b>                                                                                                                                                                                              |
| 6 Transition                                                                                                                                                                                                  |
| <b>Tasks</b>                                                                                                                                                                                                  |
| 1 Ensure that children thought to be potentially eligible for services under Section 4410 of the Education Law can smoothly transition from the EIP to the Preschool Special Education Program.               |
| <u>Performance Measures</u>                                                                                                                                                                                   |
| 1 Transition - Municipalities will comply with all requirements in the work plan as developed by the Department for tasks 1-3                                                                                 |
| <b>Tasks</b>                                                                                                                                                                                                  |
| 2 Ensure that a transition plan to other childhood and support services is developed and implemented for children determined not eligible by the CPSE, and that parents are assisted to access such services. |
| <u>Performance Measures</u>                                                                                                                                                                                   |
| <b>Tasks</b>                                                                                                                                                                                                  |
| 3 Ensure that children determined not eligible by the CPSE are discharged from the EIP by their third birthday.                                                                                               |
| <u>Performance Measures</u>                                                                                                                                                                                   |



ATTACHMENT C - WORK PLAN

DETAIL

|                                                                                                                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Objective</b>                                                                                                                                                                                                                                               |
| 7 Administration                                                                                                                                                                                                                                               |
| <b>Tasks</b>                                                                                                                                                                                                                                                   |
| 1 Comply with all federal and state laws and regulations regarding submission of data.<br><u>Performance Measures</u>                                                                                                                                          |
| 1 Administration - Municipalities will comply with all requirements in the work plan as developed by the Department for tasks 1-12                                                                                                                             |
| <b>Tasks</b>                                                                                                                                                                                                                                                   |
| 2 Ensure that proper procedures exist to resolve disputes or complaints and parents are made aware of their rights to due process procedures to resolve such disputes or complaints through mediation and an impartial hearing.<br><u>Performance Measures</u> |
| <b>Tasks</b>                                                                                                                                                                                                                                                   |
| 3 Ensure that proper procedures exist to maximize third-party reimbursement for services as specified in Attachment E attached to this contract.<br><u>Performance Measures</u>                                                                                |
| <b>Tasks</b>                                                                                                                                                                                                                                                   |
| 4 Provide notification to the Department regarding fiscal audits that will be or have been conducted by the municipality as specified in Attachment E attached to this contract.<br><u>Performance Measures</u>                                                |
| <b>Tasks</b>                                                                                                                                                                                                                                                   |
| 5 Report immediately to the Department violation(s) of any known statute or regulation.<br><u>Performance Measures</u>                                                                                                                                         |
| <b>Tasks</b>                                                                                                                                                                                                                                                   |
| 6 Provide notification to the Department regarding fiscal audits that will be or have been conducted by the municipality and ensure that the final results of fiscal audits are immediately reported to the Department according to regulatory requirements.   |



ATTACHMENT C - WORK PLAN

DETAIL

Performance Measures

**Tasks**

7 Report immediately to the Department violation(s) of any known statute or regulation.

Performance Measures

**Tasks**

8 . Develop and implement activities to oversee and improve the administration of the program, as specified in Attachment E attached to this contract.

Performance Measures

**Tasks**

9 Implement proper procedures to protect the confidentiality of early intervention records and personally identifiable information as specified in Attachment E attached to this contract.

Performance Measures

**Tasks**

10 Participate in monitoring and quality assurance activities, as specified in Attachment E attached to this contract.

Performance Measures

**Tasks**

11 Ensure that procedures are in place in accordance with EIP regulations for children in care as specified in Attachment E attached to this contract.

Performance Measures

**Tasks**

12 Utilize the centralized management information system, New York Early Intervention System (NYEIS), in the manner prescribed by the Department and the Bureau of Early Intervention.

ATTACHMENT C - WORK PLAN

*DETAIL*

Performance Measures





## II. REPORTING PROVISIONS

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

Narrative/Qualitative Report

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

Statistical/Quantitative Report

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

Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

Final Report

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

Consolidated Fiscal Report (CFR)

<sup>1</sup>

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.

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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.

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## **B. Progress-Based Reports**

### 1. Progress Reports

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

### 2. Final Progress Report

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

## **C. Other Reports**

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

TABLE 1 - REPORTING SCHEDULE

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

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

Contract Number: # DOH01-C31647GG-3450000

This modifies Attachment M Section II.A for this contract and changes the total combined MWBE goal from 30% to 0% of eligible expenditures. (0%MBE and 0%WBE)

PROJECT SPECIFIC REPORTING REQUIREMENTS EARLY INTERVENTION ADMINISTRATION

October 1, 2016 - September 30, 2017

1. Data Reports

Submission of Data

The Contractor will submit data to the State in a format to be provided by State DOH. Prior to submission, data entry into the Early Intervention data system is to be complete (through entry of service records) and accurate for all children who are served (with an initial IFSP) in the Early Intervention Program in accordance with the following schedule:

| Data from this period            | Due              |
|----------------------------------|------------------|
| July 1, 2016 – October 1, 2016   | November 1, 2016 |
| July 1, 2016 – December 31, 2016 | February 1, 2017 |
| July 1, 2016 – March 31, 2017    | May 1, 2017      |
| July 1, 2016 – June 30, 2017     | August 1, 2017   |
| July 1, 2017 – August 31, 2017   | October 1, 2017  |

2. Ad Hoc Reports

•On occasion, other reports may be required to determine contract compliance and quality of service being rendered (e.g. sample case studies, corrective action plans, quality improvement surveys). A copy of these reports will be submitted within the specified timeframe(s) to the county's regional office staff representative.

•Submission of data and completion of surveys to respond to statutorily required reports shall be required as necessary. A copy of any completed surveys will be submitted within the specified timeframe(s) to the county's regional office staff representative.

3. Local Reports

•As required by the U.S. Department of Education, during the contract period the Department will analyze Contractor's own data using methodologies defined by the U.S. Department of Education to determine Contractor's performance for eight federally-defined indicators. The Department will provide the results back to the Contractor and the Contractor will submit a report in response to each indicator. The content and format of the report will be determined by the Department. The eight federally-defined indicators are:

- a. Percent of infants and toddlers with Individual Family Service Plans (IFSPs) who receive EI services on their IFSPs in a timely manner;
- b. Percent of infants and toddlers with IFSPs who receive EI services primarily in the home or in programs for typically developing children;
- c. Percent of infants and toddlers with IFSPs who demonstrate improved positive social-emotional skills, acquisition and use of knowledge and skills, and use of appropriate behaviors to meet their needs;
- d. Percent of families participating in Part C who report that early intervention services have helped the family know their

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rights, effectively communicate their children's needs, help their children develop and learn;

e. Percent of infants and toddlers birth to one year with IFSPs;

f. Percent of infants and toddlers birth to three years with IFSPs;

g. Percent of eligible infants and toddlers with IFSPs for whom an evaluation and assessment and an initial IFSP meeting were conducted within 45 days;

h. Percent of all children exiting Part C who received timely transition planning to support the child's transition to preschool and other appropriate community services by their third birthday, including: IFSPs with transition steps and services, notification to Local Education Agency (LEA) if child potentially eligible for Part B, and transition conference, if child potentially eligible for Part B.

•On occasion, the Department may provide the results of other State analyses of local data back to the Contractor. Upon the request of the Department, the Contractor will submit a report in response to all or some of the data analyses, in a format to be determined by the Department.

## Attachment E

### Project Summary

The mission of the statewide Early Intervention Program (EIP) is to identify and evaluate as early as possible those infants and toddlers whose healthy development is compromised and provide appropriate intervention to improve child and family development.

Local governments have responsibility for administering the EIP, subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Chapter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York.

Administrative funds are provided to all municipalities to offset costs incurred in the implementation of the EIP, exclusive of due process costs. This funding is contingent upon a municipality's compliance with the work plan developed by the Department

**Objective 1:** Public Awareness and Child Find: Municipalities will ensure that primary referral sources are aware of their responsibilities; that required provisions related to initial service coordination are implemented; and that procedures to complete evaluations, determine eligibility, and report eligibility determinations are implemented according to all regulatory requirements.

#### Tasks:

1. Establish a single point of entry for referral of children who are at risk for developmental delays or potentially eligible children to the EIP and have a process in place for immediate referral of children suspected of having a developmental delay to the Early Intervention Official/Designee (EIO/D) if public health officers are designated to receive referrals.
2. Disseminate public awareness materials and materials related to the EIP and Child Health Plus (including standardized referral forms to be used by primary referral sources, e.g., hospitals, pediatricians, day care providers, etc.) and promote local awareness of the EIP.
3. Educate health care providers and primary referral sources about the importance of developmental screening, the availability of the EIP, and the requirement to refer children under the age of three years suspected of or at-risk for developmental disability to the EIO in the municipality that the child resides.
4. Establish a working relationship with child protection agencies regarding the Child Abuse Prevention and Treatment Act and address referral and screening requirements for children under three years of age who are subjects of substantiated cases of abuse and neglect.
5. Make other reasonable efforts to identify and locate children within the municipality who are potentially eligible for the EIP.

6. Promote a local process to engage children in the primary health care system, including:
  - a. coordinating efforts to locate and recover at-risk children who have been disengaged from the primary health care system and reengage those children in primary care where they will receive periodic developmental surveillance and screening;
  - b. establishing linkages to other county health/community programs that currently have the responsibility to track at-risk children, and ensure that these children are followed and receive periodic developmental surveillance through those programs; and,
  - c. conducting follow-up activities with infants who have been referred by a hospital or have failed the initial newborn hearing screening and have not had a second screening.
  
7. Ensure that any direct developmental screening conducted by the municipality is only conducted as a last resort, is not duplicative, and is provided only to children who have been identified as outside the primary health care system who cannot be reengaged in that system successfully. Because children who are suspected of having a developmental delay or disability are entitled to a multidisciplinary evaluation, municipalities cannot “prescreen” or “rescreen” them (e.g., complete a developmental screening such as the ASQ or other type of screening) to determine whether an evaluation should be completed or what type should be administered.
  
8. Ensure that parents are fully informed of and understand their rights and entitlements under the EIP, including providing *The Early Intervention Program: A Parent’s Guide* to parents by mail or other suitable means within seven business days, and communicating in the family’s dominant language unless it is clearly not feasible to do so.
  
9. Ensure that the municipality appropriately designates in writing an initial service coordinator (SC) (State-approved service providers) for each referred child, and that the initial SC performs required activities, including:
  - a. arranging a contact with the parent within five business days of receipt of referral from the EIO/D in a time, place and manner reasonably convenient for the parent;
  - b. assisting the parent in identifying and applying for Medicaid or other public benefit programs (such as Child Health Plus or SSI) for which the family may be eligible;
  - c. informing parents of potentially eligible children of their rights under the EIP;
  - d. collecting information necessary to establish third-party coverage for eligible children, including Medicaid, Child Health Plus, and commercial insurance;
  - e. assisting parents in gaining access to a multidisciplinary evaluation for their

child for the purpose of determining eligibility according to regulatory requirements, including providing parents with all options for evaluation and objectively reviewing with parents evaluation options to allow them to make an informed choice regarding the evaluator's specialties, availability, and location: and

- f. In consultation with the evaluator and with parent consent, notify regional offices of the Office of People with Developmental Disabilities (OPWDD) if a child is found to be potentially eligible for services under that agency.

10. Ensure that the parent and municipality receive the evaluation report in a timely manner prior to the initial Individualized Family Service Plan (IFSP) so the IFSP meeting can be held within 45 days of the child's referral.

11. Ensure that only eligible children receive IFSP services.

**Objective 2 Family-Centered Services:** Municipalities will ensure that the development and implementation of the IFSP is timely, meets all regulatory requirements, and that parents are involved in the planning and evaluation of service delivery.

**Tasks:**

1. Ensure that the EIO/D provides for adequate time before the meeting date so that the family and other participants will be able to attend.
2. Ensure that the EIO/D sends timely written notice (two or more days before the meeting) of all IFSP meetings to required participants.
3. Ensure that the EIO/D and all other required members participate in IFSP meetings, including six-month reviews. IFSP reviews can be conducted by an in-person meeting or other means agreed to by the parent that may include a telephone or video conference call or record review and written correspondence.
4. Ensure that initial IFSPs are completed in a timely manner so that IFSPs are in compliance with the 45-day timeline from date of referral and that it is documented in the child's record and in the EI data system (KIDS/NYEIS) if the timeline is not met.
5. Ensure that the development of IFSPs meet all regulatory requirements for every eligible child, including that IFSPs are held within the required time frames and that it is documented in the child's record and in the EI data system (KIDS/NYEIS) if the timeline is not met.

6. Ensure that services agreed upon between the parent and EIO/D are clearly stated, in writing, in IFSPs authorized by the municipality.
  
7. Ensure that due process rights of mediation, impartial hearing, and system complaints are provided to the parent whenever there is a dispute regarding services. The municipality is responsible for:
  - a. notifying the community dispute resolution center of the parent /guardian request:
  - b. being an active participant in the resolution of a dispute, including being available for attendance during mediations and impartial hearings; and,
  - c. cooperating with the system complaint process including the development of an acceptable corrective action plan which ensures continued compliance with statute and regulation.
  
8. Ensure that parents understand that they may accept or decline any early intervention service without jeopardizing other early intervention services.
  
9. Secure written parental permission for the confidential exchange of information among parents, evaluators, service providers, service coordinators, and/or other individuals according to federal and state law and regulation.
  
10. Ensure that families are included in all aspects of the early intervention process and have the services needed to maximize their involvement.

**Objective 3:** Child and Family Outcomes: Municipalities will support and facilitate the collection of child and family outcomes and will actively participate in the State Systemic Improvement Plan (SSIP) to improve the delivery of family-centered early intervention services, and, as a result, improve family outcomes.

#### Tasks

For child outcomes, municipalities will:

1. Ensure that a sufficient number of children found eligible are enrolled in the Child Outcome Summary (COS) process Children should be between the ages of four months and thirty months old at the time of the first IFSP.
2. Ensure that a COS form is completed at the child's first IFSP meeting and again at the time closest to exiting the EIP.
3. Ensure that the inclusion of the child in the COS process is indicated in the child's home page in NYEIS.
4. Ensure that completed forms are sent in a timely manner to be included in the

calculation of the Annual Performance Report (APR) indicator for child outcomes.

For family outcomes and the SSIP, municipalities will:

1. Ensure that the contact information, including names of parents and caregivers and children, street address, towns, state and zip code are kept current in the EIP data system, and that the language spoken by the family is indicated.
2. EIO/M/D will participate in the statewide quality improvement and will work with the Department, Centers of Excellence and team members to implement evidence-based strategies to increase the family-centered delivery of the early intervention program.
3. EIO/M/D will help recruit providers and parents in their municipality and will help coordinate the activities of local learning collaborative teams comprised of themselves, early intervention service providers, and parent

**Objective 4 Service Delivery and Natural Environments:** Municipalities will be responsible to ensure that services are individualized and delivered in accordance with the IFSP in environments appropriate to the unique needs of the child, and in a timely fashion.

#### Tasks

1. Ensure that all models of early intervention service delivery (home/community-based individual/collateral visits, office/facility-based individual/collateral visits, parent-child groups, group developmental interventions, family/caregiver support groups) are continuously available.
2. Ensure that the projected dates for initiation of services specified in IFSPs, including any amendments, are as soon as possible but no later than 30 days after the parent provides written consent for the services. If the parent and other members of the IFSP team determine IFSP services must be appropriately initiated more than 30 days after the written parental consent is obtained, the services must be delivered no later than 30 days after the projected date of initiation of those services in the IFSP. Services specified in IFSPs must be provided continuously for the entire period that the IFSP is in effect.
3. Ensure that all services use an individualized approach for both children and their families, including consideration and respect for cultural, ethnic, and other individual and family characteristics and lifestyles.
4. Ensure that services are provided in home and community based settings to the maximum extent appropriate for the needs of the eligible child and, if services are not provided in natural environments, an explanation is provided in the IFSP. Natural environments include settings that are natural or normal for the child's age peers who

do not have disabilities, including the home, a relative's home when child care is provided by the relative, a child care setting, or other community settings in which children without disabilities participate.

5. Ensure that procedures are in place to change a service provider and to provide appropriate notification to the parent and other providers delivering IFSP services. The procedure implemented does not require an IFSP amendment for a change in the provider of record and any process implemented must not delay service provision.

**Objective 5: Delivery of Transportation and Respite Services:** Municipalities will be responsible to ensure that respite and transportation services are individualized and that these services are delivered in accordance with the IFSP and delivered in a timely fashion.

#### Tasks

1. Ensure that procedures are in place to ensure that respite services are available and that an established criterion to authorize respite services is in place when needed by the family. Ensure that procedures are in place to ensure that transportation services are available when needed by the family.

**Objective 6: Transition** Municipalities will ensure that a transition plan is created for all children, with the family, and is included in the child's record/IFSP; that transition steps occur within the required timelines; that gaps in services do not occur for children who are potentially eligible for services under section 4410 of the Education Law; and that referrals to other appropriate early childhood programs are made.

1. Ensure that children thought to be potentially eligible for services under Section 4410 of the Education Law can smoothly transition from the EIP to the Preschool Special Education Program.
2. Ensure that a transition plan to other childhood and support services is developed and implemented for children determined not eligible by the CPSE and that parents are assisted to access such services.
3. Ensure that children determined not eligible by the CPSE are discharged from the EIP by their third birthday.

**Objective 7: Administration:** Municipalities will strive to continuously improve the administration of the EIP in an effort to enhance the quality of services and payment of services.

1. Comply with all federal and state laws and regulations regarding submission of data.
2. Ensure that proper procedures exist to resolve disputes or complaints and

parents are made aware of their rights to due process procedures to resolve such disputes or complaints through mediation and an impartial hearing.

3. Ensure that proper procedures exist to maximize third-party reimbursement for services by ensuring that children's social security numbers, Medicaid enrollment status, identification numbers, and/or information of any other insurance or health benefits plan is obtained upon initial referral or as early as possible, and maintained in a confidential manner and that data is timely entered into the Department's data systems (NYEIS and KIDS).
4. Provide notification to the Department regarding fiscal audits that will be or have been conducted by the municipality and ensure that the final results of fiscal audits are immediately reported to the Department according to regulatory requirements.
5. Report immediately to the Department violation(s) of any known statute or regulation.
6. Provide notification to the Department regarding fiscal audits that will be or have been conducted by the municipality and ensure that the final results of fiscal audits are immediately reported to the Department according to regulatory requirements.
7. Report immediately to the Department violation(s) of any known statute or regulation.
8. Develop and implement activities to oversee and improve the administration of the program, including:
  - a. ensuring that Local Early Intervention Coordinating Councils (LEICCs) meet EIP regulatory requirements regarding public notice, composition, activities, and reporting;
  - b. including the LEICC in assessing local service delivery capacity and identifying gaps in available qualified personnel and unmet service needs;
  - c. developing mechanisms to support parents of young children with a developmental delay to participate in collaborative planning and policy development efforts with the municipality and state;
  - d. ensuring that the municipality maintains early intervention records consistent with the early intervention records guidance document issued by the Department;
  - e. ensuring that municipal policies are consistent with federal provision of Part C of the IDEA and by CFR Part 303 and state law and regulation;
  - f. using the EIP computerized data system provided by the Department to enter valid data into all required data fields in a timely fashion;
  - g. identifying and reporting to the Department eligible foster or homeless children through the data system (KIDS/NYEIS);
  - h. routinely transmitting data, including electronic data transfers, in a



- method and to a location defined by the Department as detailed in Section D. of Project Specific Reporting Requirements;
- i. providing data and other information mandated by specific legislation or otherwise required by the Department for administrative purposes; and
  - j. conducting ongoing data validation, including providing timely corrections when invalid data is identified by the Department.
9. Implement proper procedures to protect the confidentiality of early intervention records and personally identifiable information of children and their families within the municipality and by service providers according to FERPA and EIP regulations, and applicable federal requirements.
10. Participate in monitoring and quality assurance activities, including:
- a. providing data, completing surveys, and conducting other activities that provide information about local program performance needed for federal or state monitoring and quality assurance initiatives and reports;
  - b. providing access to documents and personnel for municipal or provider monitoring, audits, investigations, or other reviews conducted by the State or its agents; and
  - c. participating in State monitoring reviews, as resources allow.
11. Ensure that procedures are in place in accordance with EIP regulations for children in care, including:
- a. establishing agreements with local social services districts to identify children in need of a surrogate parent and ensuring prompt designation of a qualified surrogate parent; and
  - b. ensuring that information about children in care, including the IFSP, is transmitted to the municipality of residence.
12. Utilize the centralized management information system, New York Early Intervention System (NYEIS), in the manner prescribed by the Department and the Bureau of Early Intervention.

**Attachment M**

**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

**I. General Provisions**

- A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of Health (the “New York State Department of Health”), to fully comply and cooperate with the New York State Department of Health in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Attachment or enforcement proceedings as allowed by the Contract.

**II. Contract Goals**

- A. For purposes of this contract, the New York State Department of Health hereby establishes a goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation on any eligible expenses including subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing under this contract. The goal on the eligible portion of this contract will be 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:  
<https://ny.newnycontracts.com/>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

### **III. Equal Employment Opportunity (EEO)**

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
  - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  - 2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
  - 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
  - 4. The Contractor's EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
    - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union,

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

- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "D" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

#### C. Form #4 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, 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.

#### IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Attachment.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

#### V. Waivers

- A. Contractors without eligible expenses as defined in Section II.A. or who are not able to meet the goal as stated in Section II.A. of this Attachment, must submit a Waiver request (Form #2) to the Department.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial after the waiver has been fully processed.

- C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

## **VI. Quarterly MWBE Contractor Compliance Report**

- A. Contractor is required to submit a Quarterly MWBE Contractor Compliance Report to the New York State Department of Health by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. Data should be submitted via the online compliance system at <https://ny.newnycontracts.com>.

## **VII. Liquidated Damages - MWBE Participation**

- A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE



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

## ADMINISTRATION

Phone: (315) 798-6400 • Fax: (315) 266-6138 • Email: [publichealth@ocgov.net](mailto:publichealth@ocgov.net)

March 10, 2017


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

FN 20 17-147

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

  
Anthony J. Picente, Jr.  
County Executive

Date: 3/30/17

Dear Mr. Picente:

Attached are three (5) copies of a multi-year grant between Oneida County through its Health Department and the New York State Department of Health.

This New York State Department of Health Master Grant (DOH01-C30905GG-345000) is to support the County's Lead Poisoning Prevention Program that provides education to increase knowledge and awareness of the public and health care providers regarding lead poisoning, increase blood testing rates of mothers and children, and follow-up with children with elevated blood lead levels.

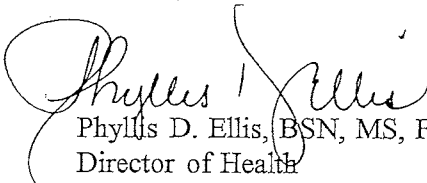
This is a multi-year grant from October 1, 2015 through September 30, 2020. The current period is October 1, 2016 through September 30, 2017. The New York State Department of Health Master Grant reimbursement is \$210,259 for the current period and is 100% grant funded.

This agreement is mandated by Public Health Law.

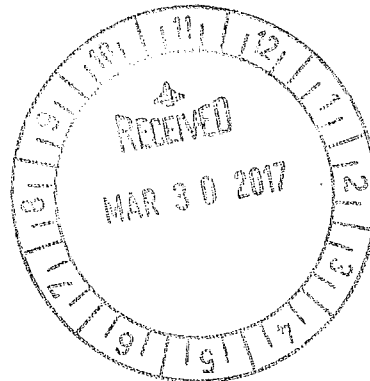
If this agreement meets with your approval, please forward to the Board of Legislators.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

  
Phyllis D. Ellis, BSN, MS, F.A.C.H.E.  
Director of Health

Attachments  
NS



**Oneida Co. Department: Public Health**

**Competing Proposal** \_\_\_\_\_  
**Only Respondent** \_\_\_\_\_  
**Sole Source RFP** \_\_\_\_\_  
**Other** **Renewal**

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** New York State Department of Health  
Corning Tower  
Empire State Plaza  
Albany, NY 12237

**Title of Activity or Service:** Lead Poisoning Prevention Program

**Proposed Dates of Operation:** This is a multi-year grant from October 1, 2015 through September 30, 2020.  
Current period is October 1, 2016 through September 30, 2017.

**Client Population/Number to be Served:**

**Summary Statements**

**1) Narrative Description of Proposed Services**

Provide education to increase knowledge and awareness of the public and health care providers regarding lead poisoning, increase blood testing rates of mothers and children, and follow-up with children with elevated blood lead levels.

**2) Program/Service Objectives and Outcomes:** As shown in grant workplan

**3) Program Design and Staffing:** As shown in grant workplan

**Total Funding Requested:** \$210,259.00

**Rev Account #** A3415

**Exp Account #** A4015

**Oneida County Dept. Funding Recommendation:** \$210,259.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** 100% State Funds

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** This is the 1<sup>st</sup> renewal of the master grant which provides the second year of funds.

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

|                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>STATE AGENCY (Name &amp; Address):<br/>                 Department of Health<br/><br/>                 Department of Health<br/>                 Corning Tower, Room 2834<br/>                 Empire State Plaza<br/>                 Albany, NY 12237</p>                                                                                                              | <p>BUSINESS UNIT/DEPT. ID: DOH01<br/>                 CONTRACT NUMBER: DOH01-C30905GG-3450000<br/>                 CONTRACT TYPE:<br/> <input checked="" type="checkbox"/> Multi-Year Agreement<br/> <input type="checkbox"/> Simplified Renewal Agreement<br/> <input type="checkbox"/> Fixed Term Agreement</p>                                                                                           |
| <p>CONTRACTOR SFS PAYEE NAME:<br/>                 ONEIDA COUNTY OF</p>                                                                                                                                                                                                                                                                                                     | <p>TRANSACTION TYPE:<br/> <input type="checkbox"/> New<br/> <input checked="" type="checkbox"/> Renewal<br/> <input type="checkbox"/> Amendment</p>                                                                                                                                                                                                                                                         |
| <p>CONTRACTOR DOS INCORPORATED NAME:<br/>                 Oneida County</p>                                                                                                                                                                                                                                                                                                 | <p>PROJECT NAME:<br/>                 Oneida County Health Department Lead Poisoning Prevention Program</p>                                                                                                                                                                                                                                                                                                 |
| <p>CONTRACTOR IDENTIFICATION NUMBERS:<br/><br/>                 NYS Vendor ID Number: 1000002595<br/>                 Federal Tax ID Number: 156000460<br/>                 DUNS Number (if applicable): 075814186</p>                                                                                                                                                      | <p>AGENCY IDENTIFIER:<br/><br/>                 CFDA NUMBER (Federally Funded Grants Only):<br/>                 93.994</p>                                                                                                                                                                                                                                                                                 |
| <p>CONTRACTOR PRIMARY MAILING ADDRESS:<br/>                 ATTN COUNTY CLERK 800 PARK AVE<br/>                 UTICA, NY 13501</p> <p>CONTRACTOR PAYMENT ADDRESS:<br/> <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS:<br/> <input checked="" type="checkbox"/> Check if same as primary mailing address</p> | <p>CONTRACTOR STATUS:<br/> <input type="checkbox"/> For Profit<br/> <input checked="" type="checkbox"/> Municipality, Code:<br/> <input type="checkbox"/> Tribal Nation<br/> <input type="checkbox"/> Individual<br/> <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:<br/><br/>                 Exemption State/Code:<br/><br/> <input type="checkbox"/> Sectarian Entity</p> |

Contract Number: # DOH01-C30905GG-3450000



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

|                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>CURRENT CONTRACT TERM:</b></p> <p>From: 10/01/2015                      To: 09/30/2020</p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p>From: 10/01/2015                      To: 09/30/2020</p> <p><b>AMENDED TERM:</b></p> <p>From:                                              To:</p> <p><b>AMENDED PERIOD:</b></p> <p>From:                                              To:</p> | <p><b>CONTRACT FUNDING AMOUNT</b></p> <p>(Multi-year - enter total projected amount of the contract;<br/>Fixed Term/Simplified Renewal - enter current period amount):</p> <p><b>CURRENT:</b>            \$1,051,295.00</p> <p><b>AMENDED:</b></p> <p><b>FUNDING SOURCE(S)</b></p> <p align="center"> <input type="checkbox"/> State<br/> <input checked="" type="checkbox"/> Federal<br/> <input checked="" type="checkbox"/> Other         </p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

(Out years represents projected funding amounts)

| # | CURRENT PERIOD        | CURRENT AMOUNT | AMENDED PERIOD | AMENDED AMOUNT |
|---|-----------------------|----------------|----------------|----------------|
| 1 | 10/01/2015-09/30/2016 | \$210,259.00   |                |                |
| 2 | 10/01/2016-09/30/2017 | \$210,259.00   |                |                |
| 3 | 10/01/2017-09/30/2018 | \$210,259.00   |                |                |
| 4 | 10/01/2018-09/30/2019 | \$210,259.00   |                |                |
| 5 | 10/01/2019-09/30/2020 | \$210,259.00   |                |                |

Contract Number: # DOH01-C30905GG-3450000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:  A-1 Program Specific Terms and Conditions  
 A-2 Federally Funded Grants
- Attachment B:  B-1 Expenditure Based Budget  
 B-2 Performance Based Budget  
 B-3 Capital Budget  
 B-4 Net Deficit Budget  
 B-1 (A) Expenditure Based Budget (Amendment)  
 B-2 (A) Performance Based Budget (Amendment)  
 B-3 (A) Capital Budget (Amendment)  
 B-4 (A) Net Deficit Budget (Amendment)

Attachment C: Work Plan

Attachment D: Payment and Reporting Schedule

Other: Attachment M

Contract Number: # DOH01-C30905GG-3450000

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

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

CONTRACTOR:  
ONEIDA COUNTY OF

By: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

STATE AGENCY:

Department of Health

By: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE  
APPROVED AS TO FORM

By: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE COMPTROLLER'S SIGNATURE

By: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

**WITNESSETH:**

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

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

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

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

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

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

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

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

**C. Order of Precedence:**

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

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2<sup>1</sup>, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2<sup>2</sup>, 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

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<sup>1</sup> 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).

<sup>2</sup> 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: # DOH01-C30905GG-3450000

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.<sup>3</sup>

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

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

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

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



## II. TERM, TERMINATION AND SUSPENSION

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

**B. Renewal:**

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

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

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

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

## **C. Termination:**

### **1. Grounds:**

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

### **2. Notice of Termination:**

- a) Service of notice: Written notice of termination shall be sent by:
  - (i) personal messenger service; or
  - (ii) certified mail, return receipt requested and first class mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. PAYMENT AND REPORTING

#### A. Terms and Conditions:

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

## **B. Advance Payment and Recoupment:**

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

## **C. Claims for Reimbursement:**

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

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

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

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

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

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

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

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

d) Milestone/Performance Reimbursement:<sup>4</sup> 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:<sup>5</sup> 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:<sup>6</sup> Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:<sup>7</sup> The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service reports shall be used to determine funding levels appropriate to the next annual contract period.

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<sup>4</sup> 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.

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

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

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

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

i) Fifth Quarter Payments:<sup>8</sup> 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,

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<sup>8</sup> 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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(ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

#### **E. Refunds:**

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

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

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

#### **G. Program and Fiscal Reporting Requirements:**

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



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

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

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

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

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

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

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

#### **H. Notification of Significant Occurrences:**

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

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

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

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

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

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

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

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

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting

Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

**C. Use Of Material, Equipment, Or Personnel:**

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

**D. Property:**

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

Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

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

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

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

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

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

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

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

## **E. Records and Audits:**

### **1. General:**

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

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

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders,

detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

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

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

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

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

## **2. Cost Allocation:**

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

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

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

**F. Confidentiality:** The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**G. Publicity:**

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

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

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

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

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

**H. Web-Based Applications-Accessibility:** Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility

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

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

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

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;



2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

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

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:
  - a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

**L. Workers' Compensation Benefits:**

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

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

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

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

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

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

**N. Vendor Responsibility:**

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may

obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

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

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

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

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

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

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

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

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

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

**P. Consultant Disclosure Law:<sup>9</sup>** 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.

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<sup>9</sup> 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](mailto: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](mailto:mwbecertification@esd.ny.gov)  
<http://esd.ny.gov/MWBE/directorySearch.html>

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

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

Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**G.** The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

**H. Administrative Rules and Audits:**

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the federal grant requirements regarding administration and allowable costs:

a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

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

a) If the contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised,

which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports that are not received by the dates due, the following steps shall be taken:
  - a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
  - b) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

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

**J.** The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

**K.** The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.



**L.** The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

**M.** The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

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

1. Workers' Compensation, for which one of the following is incorporated into 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:

Center for Environmental Health  
Division of Environmental Health Protection  
Attn: Pat Burl  
Empire State Plaza, Corning Tower Bldg., Room 1629  
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: Michael J. Cambridge

Title: Director, Division of Environmental Health Protection

Address: Empire State Plaza, Corning Tower Bldg., Rm. 1619, Albany, NY 12237

Telephone Number: 518/402-7510

Facsimile Number: 518/402-7524

E-Mail Address: michael.cambridge@health.ny.gov

**Vendor/Grantee**

Vendor/Grantee notices shall be addressed to the Executive Director at the address listed within "Contractor Primary Mailing Address" on Page 1 of 2, Master Grant Contract, Face Page.

**Part B. Program Specific Clauses**

Attachment A-1 Part B intentionally omitted.

**ATTACHMENT A-2  
FEDERALLY FUNDED GRANTS**

**Part A. AGENCY SPECIFIC CLAUSES**

**A. Federal Certifications:** This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

1. Lobbying Certification (except as otherwise provided in Part B of this Attachment A-2)

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

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

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

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

- No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an

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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;

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- (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

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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.

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**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 federal grant requirements regarding administration and allowable costs:

a) For local and Indian tribal governments, non-profit organizations; and educational institutions, use the administrative requirements and cost principles (Subparts A through E) in Office of Management and Budget (OMB), Title 2 Code of Federal Regulations (CFR), Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

b) Exceptions: Pursuant to 2 CFR Part 200 Appendix IX, for a hospital, use the cost principles in Department of Health and Human Services, 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals". For hospital administrative requirements, use OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

For fixed amount awards, cost principles (Subpart E) do not apply.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal awards, and the CONTRACTOR expends \$750,000 or more (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years) in federal awards during their fiscal year, an audit report must be submitted in accordance with Subpart F of OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

b) If this contract is funded from other than federal awards or if the contract is funded from a combination of STATE and federal awards but federal awards are less than \$750,000 (or the amount per the current federal regulations 2 CFR Part 200 as revised, which is scheduled to be updated every 5 years), and if the CONTRACTOR expends \$750,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being

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audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB, 2 CFR, Chapter I, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports that are not received by the dates due, the following steps shall be taken:
  - a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
  - b) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

**Part B. Program Specific Federal Clauses**

Additional Department of Health program specific federal clauses follow in Attachment A-2 Part B.

<<    **OR**    >>

Attachment A-2 Part B intentionally omitted.

**ATTACHMENT B-1 EXPENDITURE BASED BUDGET  
SUMMARY**

PROJECT NAME: Oneida County Health Department Lead Poisoning Prevention Program

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 10/01/2016

To: 09/30/2017

| CATEGORY OF EXPENSE           | GRANT FUNDS  | MATCH FUNDS | MATCH % | OTHER FUNDS | TOTAL        |
|-------------------------------|--------------|-------------|---------|-------------|--------------|
| 1. Personal Services          |              |             |         |             |              |
| a) Salary                     | \$124,223.00 | \$0.00      | 0 %     | \$0.00      | \$124,223.00 |
| b) Fringe                     | \$61,873.00  | \$0.00      | 0 %     | \$0.00      | \$61,873.00  |
| Subtotal                      | \$186,096.00 | \$0.00      | 0 %     | \$0.00      | \$186,096.00 |
| 2. Non Personal Services      |              |             |         |             |              |
| a) Contractual Services       | \$6,370.00   | \$0.00      | 0 %     | \$0.00      | \$6,370.00   |
| b) Travel                     | \$1,400.00   | \$0.00      | 0 %     | \$0.00      | \$1,400.00   |
| c) Equipment                  | \$675.00     | \$0.00      | 0 %     | \$0.00      | \$675.00     |
| d) Space/Property & Utilities | \$0.00       | \$0.00      | 0 %     | \$0.00      | \$0.00       |
| e) Operating Expenses         | \$15,718.00  | \$0.00      | 0 %     | \$0.00      | \$15,718.00  |
| f) Other                      | \$0.00       | \$0.00      | 0 %     | \$0.00      | \$0.00       |
| Subtotal                      | \$24,163.00  | \$0.00      | 0 %     | \$0.00      | \$24,163.00  |
| TOTAL                         | \$210,259.00 | \$0.00      | 0 %     | \$0.00      | \$210,259.00 |

ATTACHMENT B-1 EXPENDITURE BASED BUDGET

PERSONAL SERVICES DETAIL

| SALARY                   |                                |                            |                          |                         |              |  |
|--------------------------|--------------------------------|----------------------------|--------------------------|-------------------------|--------------|--|
| POSITION TITLE           | ANNUALIZED SALARY PER POSITION | STANDARD WORK WEEK (HOURS) | PERCENT OF EFFORT FUNDED | NUMBER OF MONTHS FUNDED | TOTAL        |  |
| Program Coordinator      | \$70,722.00                    | 35                         | 90                       | 12                      | \$65,065.00  |  |
| Sr. Office Specialist I  | \$30,651.00                    | 35                         | 20                       | 12                      | \$6,130.00   |  |
| Public Health Technician | \$33,646.00                    | 35                         | 100                      | 3                       | \$8,412.00   |  |
| Public Health Technician | \$33,992.00                    | 35                         | 100                      | 9                       | \$25,386.00  |  |
| Sanitarian               | \$37,801.00                    | 35                         | 10                       | 12                      | \$3,780.00   |  |
| Principal Clerk          | \$48,441.00                    | 35                         | 5                        | 12                      | \$2,422.00   |  |
| Principal Clerk          | \$41,295.00                    | 35                         | 5                        | 12                      | \$2,065.00   |  |
| Outreach Worker          | \$43,850.00                    | 35                         | 100                      | 3                       | \$10,963.00  |  |
|                          |                                |                            |                          | Subtotal                | \$124,223.00 |  |
| TOTAL FRINGE             |                                |                            |                          |                         |              |  |
|                          |                                |                            |                          |                         | \$61,873.00  |  |
|                          |                                |                            |                          | PERSONAL SERVICES TOTAL | \$186,096.00 |  |

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
NON-PERSONAL SERVICES DETAIL

| CONTRACTUAL SERVICES - TYPE/DESCRIPTION    |       | TOTAL      |
|--------------------------------------------|-------|------------|
| Billboards                                 |       | \$5,970.00 |
| Lead Poisoning Prevention Educational Show |       | \$400.00   |
|                                            | TOTAL | \$6,370.00 |

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET  
NON-PERSONAL SERVICES DETAIL

| TRAVEL - TYPE/DESCRIPTION                                                 | TOTAL      |
|---------------------------------------------------------------------------|------------|
| Travel to and from home visits, community events, meetings and trainings. | \$1,400.00 |
| TOTAL                                                                     | \$1,400.00 |

| EQUIPMENT - TYPE/DESCRIPTION    | TOTAL    |
|---------------------------------|----------|
| Desk chairs for 3 staff members | \$675.00 |
| TOTAL                           | \$675.00 |

| SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION |  | TOTAL  |
|--------------------------------------------------|--|--------|
| N/A                                              |  | \$0.00 |
| N/A                                              |  | \$0.00 |
| TOTAL                                            |  | \$0.00 |



| SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION | TOTAL  |
|-------------------------------------------------|--------|
| N/A                                             | \$0.00 |
| TOTAL                                           | \$0.00 |

| TYPE/DESCRIPTION OF UTILITY EXPENSES | TOTAL  |
|--------------------------------------|--------|
| N/A                                  | \$0.00 |
| TOTAL                                | \$0.00 |

| OPERATING EXPENSES - TYPE/DESCRIPTION                                                                              |       | TOTAL       |
|--------------------------------------------------------------------------------------------------------------------|-------|-------------|
| Office supp, postage, printing, int. serv, dust wipes, cell ph, cleaning supp., billboard, PSAs, HEPA supp, copier |       | \$15,718.00 |
|                                                                                                                    | TOTAL | \$15,718.00 |

| OTHER - TYPE/DESCRIPTION | TOTAL  |
|--------------------------|--------|
| N/A                      | \$0.00 |
| TOTAL                    | \$0.00 |

ATTACHMENT C - WORK PLAN  
SUMMARY

PROJECT NAME: Oneida County Health Department Lead Poisoning Prevention Program

CONTRACTOR SFS PAYEE NAME: ONEIDA COUNTY OF

CONTRACT PERIOD: From: 10/01/2016

To: 09/30/2017

Project Summary: A high-level overview of the project, including the overall goal and desired outcomes.

Goal 1: Program Administration

Local Health Departments (LHD) will effectively administer a Lead Poisoning Prevention Program (LPPP).

OBJECTIVE I: Develop & maintain an updated organizational chart, listing ALL LHD personnel performing LPPP grant activities (include vacant positions and include both grant-funded and in-kind staff.

OBJECTIVE II: Maintain a current LHD LPPP policy and procedure manual(s) that is consistent with program goals and objectives for BOTH nursing and environmental activities. The manuals must be based on the NYS Public Health Law, NYS Administrative Rules and Regulations, follow-up services guidelines, and the Environmental Health Manual.

1.3 Review the LHD LPPP policy and procedure manual(s) at least annually per 10 NYCRR – Article 28 751.5 (c) and update as needed. As new guidance documents are made available during the contract year, update accordingly. A written description of follow-up blood lead testing schedules and activities: confirmatory and follow-up blood lead testing schedules, educational mailings, and components of home visits, if applicable, for children up to the age of 18 years. If a modified approach is used for those 6 to 18 years of age, procedure must be written. Case discharge criteria must be included.

OBJECTIVE III: Demonstrate (such as GIS maps, surveillance data, key informants, community partners) that LHD has capability to identify and assess high-risk populations annually.

High Risk Populations and/or Communities:

1.5.1 City of Utica High-Risk Target Area includes full census tracts: 207.05, 209.00, 211.01, 211.02, 215.00, 264.00, 203.00, 208.03, 210.00, 212.02, 214.01, 208.02, 213.02 and 214.02 (see attached map)

1.5.1 Census data, GIS mapping by census tract and local data related to children with BLLs > 15 ug/dL.

1.5.2 Children residing in pre-1950's housing

1.5.2 Census data, GIS mapping, Google mapping by census tract and block group.

1.5.3 Children residing in rental units

1.5.3 Census data, GIS mapping, Google mapping by census tract and block group.

1.5.4 Refugee population

1.5.4 Refugee arrival records, refugee BLL testing data, information obtained from the Mohawk Valley Resource Center for Refugees (MVRCR) and NYSDOH.

1.5.5 Children attending Head Start 1.5.5 Collaboration with Head Start staff and participation in the Mohawk Valley Community Action Agency's (MVCAA) Head Start Health Advisory Committee. Participation in the Annual Head Start Health Fair.

1.5.6 Families receiving WIC

1.5.6 Information obtained from WIC Program Manager, Lead Risk Assessment Forms.

1.5.7 Pregnant and breastfeeding mothers

1.5.7 Data from the local maternity ward, and OB/GYN providers and NYSDOH Bureau of Occupational Health and Injury Prevention (BOHIP).

1.5 Evaluation Strategy and Method: Continued expansion of the CLPPPP target area based on LPPP data, refugee BLL testing, participant satisfaction surveys; pre and post-tests of change in knowledge, attitude change, belief and/or behavior, number of telephone inquiries and changes in blood lead testing numbers, change in elevated BLL incidence rates, number of children screened and BLL tested at the Head Start Health Fair, number of WIC Lead Risk Assessment Form letters mailed, the number of children BLL tested based on WIC letters mailed, number of pregnant mothers referred to LPPP from NYSDOH BOHIP.

Activity to Identify if any NEW High Risk Populations and/or Communities

1.6.1 Kids Oneida has a Healthy Families Program. The parents involved with this program can be considered high risk. This is due to the fact that they typically reside in inner-city, low income rental housing. A presentation will be conducted for Healthy Families staff, jointly, by the LPPP Program Coordinator and the CLPPPP Supervisor. Following this presentation, Healthy Families staff will provide basic lead poisoning prevention information to the families involved with the program and will provide CLPPPP with referrals as needed. Follow-up contact will be made with Healthy Families staff to determine if a presentation to parents would be feasible.

1.6.1 Evaluation Strategy and Method: Number of presentations, number of telephone inquiries, number of email inquiries, number of attendees, pre and post-test scores, presentation evaluations, changes in blood lead testing numbers/rates

Goal 2: Education

Increase the public, healthcare providers', professionals', and local policy makers' knowledge and awareness of lead poisoning and lead poisoning prevention in children and pregnant women, including the specific impact on the local community.

OBJECTIVE I: Improve both (a) pediatric and (b) prenatal health care providers' knowledge, favorable attitudes and practices related to lead poisoning prevention, and identification and management of lead poisoning among children and pregnant women in your county.

2.2 Target Group - Pediatric Health Care Providers

2.2.1 Provide pediatric providers in rural areas information related to their BLL test rates. Provide information, support and educational materials. Boonville

Family Care

2.2.2 Provide inner-city Utica providers with information related to their BLL test rates. Provide information, support and educational materials. St. Elizabeth Family Medicine Center

2.2.3 Coordinate with Dr. Weinberger of the Central/Eastern New York Lead Poisoning Prevention Resource Center to conduct Grand Rounds at St. Elizabeth Family Medicine Center St. Elizabeth Family Medicine Center

2.2.1 Evaluation Strategy and Method: Attitude change, belief and/or behavior; number of telephone inquiries; changes in blood lead testing numbers/rate; changes in environmental referral and inspections numbers, post-visit surveys. The Program Coordinator will contact this provider and will request a visit to the office. The Program Coordinator will provide office staff with a table showing Oneida County's BLL test rates for ages one and two as compared to the BLL test rates for this practice. OCHD and NYSDOH educational materials will be provided, questions will be answered and ongoing support will be provided. A post-visit survey will be provided and results will be reviewed and reported.

2.2.2 Evaluation Strategy and Method: Attitude change, belief and/or behavior; number of telephone inquiries; changes in blood lead testing numbers/rate; changes in environmental referral and inspections numbers, post-visit surveys. The Program Coordinator visited this practice during the 2015 – 2016 grant year. The Program Coordinator will continue to provide the Nursing Manager with information showing Oneida County's BLL test rates for ages one and two as compared to

- the BLL test rates for this practice. OCHD and NYSDOH educational materials will continue to be provided, questions will be answered and ongoing support will be provided. A post-visit survey will be provided and results will be reviewed and reported.
- 2.2.3 Evaluation Strategy and Method: Number of attendees, program evaluation results, attitude change, change in belief and/or behavior; number of telephone inquiries; changes in blood lead testing numbers/rate; changes in environmental referral and inspections numbers.
- 2.3 Target Group - Prenatal Health Care Providers
- 2.3.1 Coordinate with Dr. Weinberger of the Central/Eastern New York Lead Poisoning Prevention Resource Center to conduct Grand Rounds at St. Elizabeth Family Medicine Center Family Medicine Center Health Care Providers, to include prenatal providers.
- 2.3.2 DVD Project -In collaboration with CLPPPP and Cornell Cooperative Extension, efforts are underway to develop a DVD which will include lead poisoning prevention information targeted to new parents. The goal is to have this information streaming on hospital television channels in the maternity wards at St. Luke's Hospital in Utica and Rome Memorial Hospital. In addition, staff at both hospitals will be asked to include a LPPP brochure in patient packets and/or make them available with other publications which are available to patients and visitors. We are also exploring the possibility of having the DVD shown at prenatal birthing classes. In addition, consideration will be given to providing DVDs to prenatal health care providers that offer streaming services in waiting rooms.
- 2.3.1 Evaluation Strategy and Method: Number of attendees, program evaluation results, attitude change, change in belief and/or behavior; number of telephone inquiries; changes in blood lead testing numbers/rate; changes in environmental referral and inspections numbers.
- 2.3.2 Evaluation Strategy and Method: Number of participants, participant satisfaction surveys, attitude change, change in belief and/or behavior, number of telephone inquiries and changes in blood lead testing numbers, change in elevated BLL incidence rates.
- OBJECTIVE II: Improve the (a) public, (b) community organizations/professional groups and (c) policymakers knowledge of lead poisoning prevention, specific high-risk populations and communities in the county, risk reduction activities, and blood lead testing requirements/recommendations for children and pregnant women.
- 2.5.1 Collaborate with local media to educate the public about lead poisoning issues via articles and/or radio interviews.
- 2.5.2 Display at Jervis Library in which will include items of concern, descriptions of OCHD Lead Poisoning Prevention Programs, identifying lead hazards, and risk reduction, and the importance of BLL testing. Collaborate with the Healthy Neighborhoods Program to include lead poisoning prevention information in an HNP display at Jervis Public Library for the month of September 2016. A supply of LPPP brochures will be available to patrons.
- 2.5.3 Continue to update the OCHD section of the Oneida County Website. Includes current information related to screening, lead poisoning prevention, lead hazard reduction, work safe and work clean concepts, lead safety for contractors. EPA training links, lead related links, HEPA vacuum loaner program, lead recalls, maps identifying designated high risk areas, health care provider online course with CCEs, HUD Visual Assessment course and Green Window Initiative. In addition, viewers can sign up for Property Owner, Window Replacement Seminars, Lead Safe Work Practice, Renovation and Remodeling and EOPA Lead Abatement courses. Links have been added for Certified Renovators, and reports to EPA and Attorney General regarding unsafe renovations. General Public, homeowners, landlords, health care providers, day care providers, parents, contractors
- 2.5.4 County food banks are provided with lead poisoning prevention materials to be distributed in facilities and/or placed into food boxes. General Public
- 2.5.5 An annual Health Fair is held at MVCAA Head Start. Services provided include physical examinations, hearing tests, vision tests, heights/weights/BMIs, dental exams, health education presentation, immunizations, review of BLL records and BLL testing when deemed necessary. Parents, health care providers and Head Start staff are notified of BLL results. Risk reduction materials are mailed to parents of children with BLLs > 5 ug/dL. In addition, LPPP Program Coordinator will attend an MVCAA health fair titled, "Parent University." Lead poisoning prevention information will be provided. BLL results will be checked via LeadWeb upon request and with parent/guardianship verification. Participants residing in the CLPPPP or HNP program areas will be encouraged to participate with services. Head Start parents/guardians, staff and students
- 2.5.6 Lead Poisoning Prevention information will be provided at Community Health Fairs upon request. Educational materials will be distributed and OCHD staff will be available to answer questions. Summary of events will be submitted with each quarterly report. General Public and Community Agencies
- 2.5.7 A display at Utica Public Library in November, which will include items of concern, descriptions of OCHD Lead Poisoning Prevention Programs, identifying

lead hazards, and risk reduction, and the importance of BLL testing. LPPP brochures, Renovate Right, and coloring books are left on library resource shelves. LPPP will collaborate with CLPPPP for this display in that CLPPPP information will also be displayed. General Public

2.5.8 Public Service Announcements will be broadcast on local radio stations. These will be scheduled at times when CLPPP is not broadcasting PSA's in order to avoid duplication. PSA audio files will be attached to quarterly reports as they are broadcast.

2.5.9 A Billboard is displayed on the Rt. 12 arterial. This is an electronic billboard. Messages can be changed throughout the year in order to display a variety of lead poisoning prevention messages. The billboard company assists with graphic designs for billboard displays. In addition, LPPP will continue to collaborate with CLPPPP in developing additional billboard designs to be displayed in West Utica and will be funded with CLPPPP grant funds.2.5.10 LPPP collaborates with CLPPPP and hangs CLPPPP door hangers on door knobs in dwellings with multiple units when conducting LPPP Outreach Visits.

2.5.11 LPPP will conduct lead poisoning prevention presentations to the Family Day Care Provider Association and Cornell Cooperative Extension Child Care Coordinating Council upon request. Child Care Providers

2.5.12 LPPP staff will provide lead poisoning prevention information to college students upon request. In addition, when feasible, college students will shadow LPPP staff when conducting home visits. College Students

2.5.13 OCHD Community Educators posts lead poisoning prevention information on OCHD's Facebook page at least one time per month.

2.5.14 LPPP will provide a presentation to the North Utica Rotary Club. North Utica Rotary Club

2.5.1 Evaluation Strategy and Method: Number of radio and television interviews, number of newspaper articles, number of telephone inquiries, number of website inquiries, changes in blood lead testing numbers/rates

2.5.2 Evaluation Strategy and Method: Number of telephone inquiries, changes in blood lead level testing numbers/rates

2.5.3 Evaluation Strategy and Method: Number of telephone inquiries, number of email inquiries, changes in blood lead testing numbers/rates

2.5.4 Evaluation Strategy and Method: Number of telephone inquiries, number of website inquiries, changes in blood lead testing numbers/rates, number of facilities distributing materials, total number of packets distributed

2.5.5 Evaluation Strategy and Method: Number of attendees, number of parents/caretakers requesting BLL information related to their child(ren), number of BLL draws at the Health Fair, number of telephone inquiries, number of email inquiries, changes in blood lead testing numbers/rates, number of handouts provided to participants

2.5.6 Evaluation Strategy and Method: Number of attendees, number of telephone inquiries, number of handouts provided, number of email inquiries, changes in blood lead testing numbers/rates

2.5.7 Evaluation Strategy and Method: Number of telephone inquiries, number of email inquiries, changes in blood lead testing numbers/rates

2.5.8 Evaluation Strategy and Method: Number of telephone inquiries, number of email inquiries, number of individuals that state they have heard advertisements when conducting client satisfaction surveys, changes in blood lead testing numbers/rates

2.5.9 Evaluation Strategy and Method: Number of telephone inquiries, number of email inquiries, number of individuals that state they have seen billboards when conducting client satisfaction surveys, changes in blood lead testing numbers/rates

2.5.10 Evaluation Strategy and Method: Number of door hangers hung, number of individuals that request CLPPPP services based on having received a door hanger, changes in blood lead testing numbers/rates

2.5.11 Evaluation Strategy and Method: Number of telephone inquiries, number of email inquiries, number of attendees, pre and post-test scores, evaluations, changes in blood lead testing numbers/rates

2.5.12 Evaluation Strategy and Method: Number of students, change in knowledge, attitude change, belief and/or behavior, post-experience evaluations

2.5.13 Evaluation Strategy and Method: Number of telephone inquiries, number of email inquiries, number of Facebook posts, number of "likes" on Facebook posts, changes in blood lead testing numbers/rates

2.5.14 Evaluation Strategy and Method: Number of telephone inquiries, number of email inquiries, number of attendees, evaluations, changes in blood lead testing numbers/rates



2.6 Target Group - Community Organizations/Professional Groups:

2.6.1 LPPP staff will allow area nursing students to shadow them when conducting initial and/or follow up Case Coordination Outreach and Environmental home visits. When available, nursing students will assist with community projects such as educating pre-school children and creating art work with pre-school children for displays during Lead Poisoning Prevention Week. Nursing Students

2.6.2 "Protect Your Pets From Lead Poisoning" brochures developed by LPPP are provided upon request and at presentations and community health fairs. This brochure is available in print, in PDF and on the OCHD website. Information is provided which includes, but is not limited to the risk of pets tracking lead dust through homes, exposing lead when chewing or scratching on surfaces, and the possibility of them becoming aggressive if lead poisoned. Veterinarians, animal shelters, groomers, pet shops, community events, Rabies Clinics.

2.6.3 Community Educator will attend the Annual School Nurse Conference. A display table will include lead poisoning prevention and BLL testing information. School Nurses

2.6.4 Collaborate with Head Start and Neighborhood Center to obtain children's art work related to lead poisoning prevention. Artwork is then displayed at the main waiting area of the Utica DSS office during Lead Poisoning Prevention Week and for an additional 3 - 6 weeks. Descriptions of OCHD Lead Poisoning Prevention Programs, identifying lead hazards, importance of BLL testing, and risk reduction information is also displayed. Neighborhood Center students, Head Start students, Department of Social Services

2.6.1 Evaluation Strategy and Method: Number of nursing students accompanying staff on home visits, nursing student feed-back, number of projects nursing students assist with, number of telephone inquiries, number website inquiries, and changes in blood lead testing numbers

2.6.2 Evaluation Strategy and Method: Number of telephone inquiries, number of website inquiries, number of area businesses requesting brochures and number of brochures distributed to businesses and at health fairs

2.6.3 Evaluation Strategy and Method: Number of telephone inquiries, number website inquiries, changes in blood lead testing numbers/rates

2.6.4 Evaluation Strategy and Method: Number of telephone inquiries, number of website inquiries, changes in blood lead testing numbers/rates

2.7 Target Group - Policymakers (for example, county board of health, county legislature):

2.7.1 Updated information is provided which relates to incidence and testing rates and programs being provided to county residents.

2.7.2 Updated information is provided which relates to incidence and testing rates and programs being provided to county residents.

2.7.1 & 2.7.2 Evaluation Strategy and Method: Direct feedback, ongoing support and media announcements

Goal 3: Blood Lead Testing and Screening

All children and pregnant women are tested for lead poisoning consistent with requirements outlined in NYS Public Health Law, Administrative Rules and Regulations, and CDC guidelines.

OBJECTIVE 1: To increase county and health care providers' one year old and two year old blood lead testing rates by five (5) percent (%) annually.

Minimum Required Activities:

3.1 Using NYSIIS Aggregate Clinical Performance Reports, identify and document below your county's 2015 one and two year old blood lead testing rates. .

• One Year Old Test - Children residing in your county that have reached 18 months of age but are less than six years of age, and have had one or more tests between 9 months and before 18 months of age

• Two Year Old Test - Children residing in your county that have reached 36 months of age but are less than six years of age, and have had one or more tests between 18 months and before 36 months of age. Strategy and Method: LHD staff will generate NYSIIS One Year Old and Two Year Old Aggregate Clinical Performance Reports each quarter and annually and report testing rates on Quarterly Progress Reports using the table above. Staff will compare 2016 annual rate to 2015 annual rates to identify if rate has increased by 5 percent (%). Activities to educate providers about NYS regulations for testing at one and two years of age to be adjusted accordingly.

3.2 Using NYSIIS Aggregate Clinical Performance Reports, identify and document below two provider practices, located within your jurisdiction, with the lowest one year old, and two with the lowest two year old blood lead testing rates for the last quarter of the 2015-2016 contract period ( July 1, 2016 - September 30,

2016), and the activities you will be performing to increase the testing rates for each practice. Activities should be tailored specifically for each practice depending upon their needs.

Provider Practices - One Year Old Test

| Provider Practice Name | % Tested | Activities |
|------------------------|----------|------------|
|------------------------|----------|------------|

|                                  |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.2.1 Sauquoit Valley Pediatrics | 31.32% | This practice was visited in the 4th Quarter of the previous grant year. In 2015, they acquired LeadCare II. The importance of conducting BLL testing on one and two-year-olds was stressed, regardless of whether or not the parents indicate that there is a risk factor. Educational materials were also provided. A re-visit will take place in the 4th Quarter of this grant year. Information and support will be provided throughout the grant year, as needed. |
|----------------------------------|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

3.2.2 TriValley Family Practice 32.39% This practice was visited two times in the previous grant year. The Program Coordinator met with the Nursing Manager and subsequently with a nurse and doctor. Following the initial visit, this practice began sending letters and prescriptions to parents of children that were overdue for BLL testing. Educational materials were also provided. A re-visit will take place in the 3rd Quarter of this grant year. Information and support will be provided throughout the grant year as needed.

3.2.1 Evaluation Strategy and Method: : LHD staff will generate NYSIIS One Year Old Clinical Performance Reports each quarter, and report quarterly testing rates on Quarterly Progress Reports and compare. Activities to educate providers about NYS regulations for testing at one year of age to be adjusted accordingly.

3.2.2 Evaluation Strategy and Method: LHD staff will generate NYSIIS One Year Old Clinical Performance Reports each quarter, and report quarterly testing rates on Quarterly Progress Reports and compare. Activities to educate providers about NYS regulations for testing at one year of age to be adjusted accordingly.

Provider Practices - Two Year Old Test

| Provider Practice Names | % Tested | Activities |
|-------------------------|----------|------------|
|-------------------------|----------|------------|

|                                 |        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------------------|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.2.3 TriValley Family Practice | 22.41% | This practice was visited two times in the previous grant year. The Program Coordinator met with the Nursing Manager and subsequently with a nurse and doctor. Following the initial visit, this practice began sending letters and prescriptions to parents of children that were overdue for BLL testing. Educational materials were also provided. A re-visit will take place in the 3rd Quarter of this grant year. Information and support will be provided throughout the grant year as needed. |
|---------------------------------|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

3.2.4 Bassett Healthcare - Clinton 29.03% This practice was visited in the 3rd Quarter of the previous grant year. Educational material and NYS regulations were discussed and provided. A re-visit will take place in the 2nd Quarter of this grant year. Information and support will be provided throughout the grant year as needed.

3.2.3 Evaluation Strategy and Method: LHD staff will generate NYSIIS One Year Old Clinical Performance Reports each quarter, and report quarterly testing rates on Quarterly Progress Reports and compare. Activities to educate providers about NYS regulations for testing at one year of age to be adjusted accordingly.

3.2.4 Evaluation Strategy and Method: LHD staff will generate NYSIIS One Year Old Clinical Performance Reports each quarter, and report quarterly testing rates on Quarterly Progress Reports and compare. Activities to educate providers about NYS regulations for testing at one year of age to be adjusted accordingly. OBJECTIVE II: Provide or arrange for blood lead testing for children in the county who require lead testing per Section 67-1, but cannot obtain a lead test due to lack of insurance, are underinsured, or do not have a primary care provider.

3.3 LHDs will provide or arrange for lead testing any uninsured, or underinsured, child and establish systems for reporting test results to the child's primary health care provider. The LHD LPPP (or the facility child has been referred to) has developed, maintained and implemented a sliding fee schedule for blood lead testing of children from families with incomes in excess of 200% FPL, pursuant to Section 606 of the Public Health Law. Children who require a confirmatory test or follow-up test (history of a confirmed elevated blood lead level) should be referred for a venous test analyzed at a clinical permitted laboratory using a complex testing method.

\*Note: LHDs may use grant funding to pay for a blood lead test for an uninsured or underinsured child, for testing performed at a community event as part of the LPPP grant deliverables, and under special circumstances (at the discretion of the NYSDOH LPPP). The maximum fee charged to families should only cover the

LHD cost of laboratory collection fees and reporting of results. The fee scale should not create barriers to testing. Those families with incomes below 200% of the federal poverty level should not be charged for blood lead testing. LHDs should attempt to collect fees for blood lead testing from third party payers, when available.

Check all that applies:

3.3.3 ? LHD collects venous or capillary sample and sends to a permitted clinical laboratory for analysis. Submit a copy of current sliding fee scale.

Name of laboratory: Wadsworth Laboratory

3.3.4 ? LHD refers child to a Federally Qualified Health Center (FQHC) or other health care provider (s) for health care and blood lead testing.

Name (s) of facilities: Regional Primary Care Network – Utica Community Health Center

? Checking this box attests that the facilities maintains a current sliding fee schedule for blood lead testing of children from families with incomes in excess of 200% Federal Poverty Level (FPL) and families with incomes below 200% of the FPL will not be charged for testing.

3.3 Evaluation Strategy and Method: Number of patients referred to the Oneida County Health Department Clinic for BLL testing, the BLL testing rates of the Regional Primary Care Network – Utica Community Health Center.

Goal 4: Follow-Up of Children with Elevated Blood Lead Levels

All children with elevated blood lead levels receive timely and appropriate follow-up services, consistent with the PH Law, Administrative Rules and Regulations, and CDC and NYS guidance.

OBJECTIVE I: Institute measures to identify and track all children with BLL > 10 µg/dL to assure appropriate follow-up in accordance with current NYSDOH regulations (10 NYCRR, Part 67), guidelines, and the Environmental Health Manual. "Follow-up" means actions by Local Health Departments (for partial service counties, this includes District Environmental Offices) and health care providers which, depending on the blood lead level and exposure history of the child, shall include as appropriate: care coordination, risk reduction education, follow-up testing, confirmatory testing, diagnostic evaluation, medical management, and environmental management in accordance with generally accepted medical standards and public health guidelines.

Minimum Required Activities: Checking the following boxes attests the LHD LPPP staff will perform the function.

? 4.1 All records in LeadWeb are pre-screened daily to assure timely and appropriate follow-up for children with elevated blood lead levels.

\*Note: LHDs must obtain address and date of birth if missing on a record; the record can't be matched until the information is entered.

? 4.2 Review prior 7 days of records to identify if any records may have been transferred to the county, entered as a paper lab slip, or electronically loaded for a previous day and need to be processed.

? 4.3 All records in LeadWeb with results of 10 µg/dL or greater are matched daily.

? 4.4 All records in LeadWeb with results less than 10 µg/dL are matched at least weekly.

\*Note: Records in the "Holding Bin" need to be processed at least weekly.

? 4.5 The LeadWeb "Children Requiring Follow-up Services" screen is reviewed at least monthly for those records with results 10 µg/dL and greater and those less than 10 µg/dL to assure all follow-up actions are documented in LeadWeb.

? 4.6 All records in LeadWeb are processed (pre-screened, matched, transferred to the appropriate county, etc.) within 30 days after the end of each quarter.

? 4.7 All children with BLLs 10 µg/dL or greater are tracked to assure confirmatory and follow-up testing, and follow-up services are initiated, completed and documented in LeadWeb within a timely manner (according to NYSDOH guidance).

? 4.8 Environmental referrals for those children requiring an environmental investigation (by LHD or DO staff) are created using the "Environmental Referral" link in LeadWeb within a timely manner (according to NYSDOH guidance).

Timeframes for Initiating Follow-Up Actions and Documenting in LeadWeb According to Confirmed Venous Blood Lead Level

Confirmed Venous Blood Lead Level (BLL): Initiate Follow-Up Actions: Document in LeadWeb (after action has occurred):

70 µg/dL or greater Within 24 hours of BLL confirmation Within one week (5 working days)

45 – 69 µg/dL Within 48 hours of BLL confirmation Within one week (5 working days)

Contract Number: # DOH01-C30905GG-3450000

20 – 44 µg/dL Within one week (5 working days) of BLL confirmation Within two weeks (10 working days)

15 – 19 µg/dL Within two weeks (10 working days) of BLL confirmation Within two weeks (10 working days)

10 -14 µg/dL Within one month (20 working days) of BLL confirmation Within two weeks (10 working days)

Additional activities for children with BLLs 5 – 9 µg/dL.:

The following activities may be provided by LHDs using grant funding but are OPTIONAL in the 2016 – 2017 contract year. Please check the box (s) if performing any of the following follow-up activities for children with BLLs 5 – 9 µg/dL.

? 4.10 All children with a capillary BLL of 5 – 9 µg/dL are tracked to ensure a confirmatory venous test is completed (analyzed by a permitted clinical laboratory approved for blood lead toxicology).

? 4.11 All children with a confirmed venous BLL of 5 – 9 µg/dL are tracked to ensure follow-up blood lead testing is ordered by the child’s health care provider.

? 4.12 Health care providers for children with a confirmed venous BLL of 5 – 9 µg/dL are contacted to ensure all follow-up services are completed.

? 4.13 Parent/caregiver of children with a confirmed venous BLL of 5 – 9 µg/dL are called / mailed / given in person (highlight all that apply) risk reduction educational materials.

? 4.14 Parent/caregiver of children with a confirmed venous BLL of 5 – 9 µg/dL are called / mailed / given in person (highlight all that apply) nutritional educational materials.

? 4.15 Parent/caregiver of children with a confirmed venous BLL of 5 – 9 µg/dL are called / mailed / given in person (highlight all that apply) an offer of a home environmental inspection.

Describe what is done during the environmental inspection. Please be specific: N/A

? 4.16 Follow-up activities for children with a confirmed venous BLL of 5 – 9 µg/dL are documented in LeadWeb / LHD database

? 4.17 Other activities not described above for children with a confirmed venous BLL of 5 – 9 µg/dL. Describe other activities. Please be specific: In addition to nutritional educational materials being sent to families, the following information is mailed: What your Child’s BLL Means (NYSDOH), Handwashing: Personal Health Fact Sheet (OCHD), Lead Poisoning is a Danger to Every Baby and Child (NYSDOH), Cleaning Lead Dust Out of Windows (OCHD), Lead Paint in Your Home? Know Your Rights (Attorney General), Protect Your Child from Lead (NYSDOH), Decreasing Lead Poisoning Risk (OCHD) and Home Remedies and Cultural Practices That May Contain Lead (OCHD). Note: These handouts are broken up into three separate packets, one of each which is mailed each time a new BLL is received and/or at the time of case closure.

Additional activities for children with confirmed venous BLLs 10 – 14 µg/dL

The following activities may be provided by LHDs using grant funding but are OPTIONAL in the 2016 – 2017 contract year. Please check the box (s) if performing any of the following follow-up activities for children with confirmed venous BLLs 10 – 14 µg/dL.

? 4.18 Parent/caregiver of children with a confirmed venous BLL of 10 - 14 µg/dL are called / mailed / given in person (highlight all that apply) an offer of a home environmental inspection.

Describe what is done during the environmental inspection. Please be specific. The Outreach Worker offers an educational home visit, during which the parents/caregivers are shown areas in the home that appear to have the potential to have a lead risk. XRF inspections and dust wipe sampling is not done during these visits.

Additional activities for pregnant women with a confirmed venous BLL of 10 µg/dL or greater:

The following activities may be provided by LHDs using grant funding but are OPTIONAL in the 2016 – 2017 contract year. Please check the box (s) if performing any of the following activities for pregnant women with a confirmed venous BLL of 10 µg/dL or greater.

\*Note: The NYSDOH Bureau of Occupational Health and Injury Prevention (BOHIP) follows up on all confirmed BLLs 10 µg/dL or greater for those who are 16 years of age and older. If a woman with a confirmed EBLL is identified as pregnant, BOHIP staff will contact the OB/GYN to obtain due date, discuss possible sources of lead exposure, educate the provider about the need for follow-up testing, and testing of all other children in the home and the newborn upon delivery, and provides resource information (Occupational Health Clinics and RLRC). BOHIP staff provides NYSDOH LPPP and the LHD with a summary of their

investigations. BOHIP is considering lowering the BLL for action to 5 µg/dL for pregnant women per CDC guidance.

If the LHD LPPP is notified of a pregnant woman with a confirmed venous BLL of 10 µg/dL or greater, the pregnant woman is:

? 4.19 Referred to another LHD program or community agency for possible follow-up. Please specify LHD program or community agency:

? 4.20 Tracked to ensure follow-up blood lead testing is performed on the woman.

? 4.21 Tracked to ensure all children in the home less than six years of age have a blood lead test.

? 4.22 Tracked to ensure the newborn has a blood lead test at birth.

? 4.23 Called / mailed / given in person (highlight all that apply) risk reduction educational materials.

? 4.24 Called / mailed / given in person (highlight all that apply) nutritional educational materials.

? 4.25 Called / mailed / given in person (highlight all that apply) an offer of a home environmental inspection.

? 4.26 Other activities not described above for pregnant women with a venous confirmed BLL of 10 µg/dL or greater. Describe other activities. Please be specific:

In addition to nutritional information being provided, the following written materials are provided in person: Be Lead Free News (RLRC), Protect Your Pets from Lead Poisoning (OCHD), Tenants' Rights Guide (Attorney General), Protect Your Family from Lead in Your Home (NYSDOH), Renovate Right (NYSDOH), What Child Care Providers Need to Know About Lead (NYSDOH), Leo the Lion Leans How to Get Ahead of Lead coloring and storybooks (NYSDOH), Lead Paint Safety Guide (NYSDOH), What Your Child's BLL Means (NYSDOH), LPPP brochure (OCHD), Home Remedies and Cultural Practices That May Contain Lead (OCHD), Handwashing: Personal Health Fact Sheet (OCHD), Cleaning Lead Dust Out of Windows (OCHD), Lead Safe Cleaning: Three Bucket Method (OCHD), A Cleaning Guide for Temporarily Reducing Lead Hazards (OCHD), Guide to Finding Lead Poisoning Prevention Information on the Oneida County Website (OCHD), WIC Saves You Money Every Month (WIC), Home Safe Home (NYSDOH).

? 4.27 If the LHD is notified of a pregnant woman with a confirmed venous BLL of 5 µg/dL or greater, follow-up actions are completed. Please specify the actions taken: The Sanitarian that conducts the inspection sends a Notice and Demand to the owner of the home when lead hazards are identified. Walk-throughs are offered and encouraged. Re-inspections are conducted once required work has been completed. Environmental cases remain open until the terms of the Notice and Demands are met and the homes pass dust wipe sampling. The family is offered additional home visits by outreach staff, following the initial visit.

Environmental Management

Checking the following boxes attests the staff will perform the functions.

Full Service Counties

4.30 List and describe the activities performed to maintain and improve coordination between Nursing and Environmental Health staff. Include the frequency of meetings, phone calls, etc. (e.g., Nursing and Environmental Health staff meet monthly to discuss new and ongoing cases, efforts to improve case coordination, and other issues). Please be specific.

Outreach and Environmental staff are co-located at OCHD offices. Case review meetings are held every two weeks with the Program Coordinator, Outreach Worker, Public Health Technician and Sanitarian. New and ongoing cases are discussed. Program Coordinator documents cases reviewed in children's LeadWeb records. In addition, a count of cases reviewed is kept. Unit meetings are held every two weeks with the Program Coordinator, Outreach Worker, Public Health Technician, Sanitarian and Sr. Office Specialist I. Program developments, problems and resolutions are discussed. A log is kept of meeting details and outcomes. Meetings are also held on a case-by-case basis as needed. In addition to routinely reviewing nursing sections of LeadWeb records, the Program Coordinator also routinely reviews the Environmental sections of LeadWeb during general case involvement, case reviews, and at time of case closure. The Program Coordinator reviews and documents each Notice and Demand and Environmental closure letters in Nursing LeadWeb records for primary and secondary addresses.

? 4.31 Provide environmental management services for all children referred for environmental management in accordance with guidelines.

? 4.32 Exposure investigations are completed within the guidelines and timeframes (August 2009 LHD Guidelines for Follow-up of EBLLs) and in accordance with Environmental Health Manual Items CSFP 720, 730, 731, and 732 as applicable. When lead hazards are identified as a result of an EBLL investigation, a notice and demand for correction of the hazards is issued in an efficient manner.

? 4.33 Environmental follow-up associated with an EBLL investigation will continue until the case is closed in accordance with CSFP 734 of the Environmental

Health Manual.

? 4.34 Maintain or provide for a reliable workforce to investigate and manage cases of EBLL by (1) maintaining current status as an EPA certified firm and a sufficient number of EPA-certified risk assessors, (2) depending on a formal association with a District Office, or (3) contracting with an outside company or agency for XRF services.

? 4.35 Timely completion of LeadWeb environmental screens for primary, secondary (if applicable) and other dwelling (as needed) for all children for whom an environmental referral has been created.

#### Goal 5: Primary Prevention

Lead hazards in the community are identified and controlled before children become lead poisoned.

Objective I: Plan, develop and implement primary prevention activities that are consistent with identified needs and available resources.

#### Minimum Required Activities:

5.1 Identify and partner with other local agencies, organizations and stakeholders to develop a shared local approach for primary prevention.

In addition to activities described in above sections:

LPPP collaborates with CLPPPP in order to make use of GIS mapping, plan for trainings and health fairs, public service announcements, press releases and newspaper articles. Daily discussions take place between LPPP and CLPPPP in regard to children's who's BLLs are reported to be > 5 ug/dL in order to ensure that necessary services are provided with minimal to no duplication of services. In addition, formal monthly meetings are held between LPPP and CLPPPP staff in order to discuss any pertinent topics (ongoing). A meeting summary is kept in order to ensure that issues and questions have been resolved. .

Refugee arrival and BLL testing information is shared between LPPP and CLPPPP in order to provide necessary services (ongoing).  
Program Coordinator and OCHD Community Educators plan for lead poisoning prevention and/or general health and safety activities through the Community Wellness Committee (monthly meetings).

Program Coordinator collaborates with St. Elizabeth Hospital and RLRC/Dr. Weinberger to plan for Grand Rounds at St. Elizabeth Hospital in Utica and at Rome Memorial Hospital (1st quarter (Utica) 4th quarter (Rome)).

LPPP collaborates with CLPPPP and Mohawk Valley Community Action Agency/Head Start to provide an annual health fair to families with children that attend Head Start. The health fair includes lead poisoning prevention information and materials and blood lead level testing for children in need of testing. In addition, children and parents attending can receive information related to nutrition. Children can also receive dental exams, BMI's, hearing and vision testing, physical exams and vision and hearing screenings ( 4th quarter).

A lead poisoning prevention/informational display is set up at the Utica Public Library. Supplies of LPPP brochures, Renovate Right and Leo the Lion coloring are provided and replenished as needed (1st quarter)

Program Coordinator provides lead poisoning prevention presentations to MVCAA/Head Start parents and staff (upon request).

A brochure titled "Protect Your Pets from Lead Poisoning" was developed by LPPP staff. These brochures are provided to the general public, area veterinarians, animal shelters, groomers Rabies Clinic patrons, and pet shops as requested. Information contained in the brochure is related to lead poisoning in pets, the potential for pets exposing lead paint by chewing and scratching surfaces, and the potential for pets tracking lead dust into and around home interiors (ongoing).

Program Coordinator collaborates with Mohawk Valley Community Action Agency/Head Start by attending Health Advisory Board meetings. Lead poisoning prevention and BLL testing information is provided to attendees (quarterly).

Program Coordinator collaborates with the Youth Services Council. Lead poisoning prevention information and program updates are provided at meetings (quarterly).

Program Coordinator collaborates with the Mohawk Valley Refugee Resettlement Agency by attending consortium meetings. LPPP program updates and information related to lead poisoning prevention is provided (quarterly).

The Mohawk Valley Refugee Resettlement Agency houses a HEPA vacuum cleaner. This vacuum cleaner is used to clean all apartments prior to newly arrived refugees residing in them.

Program Coordinator collaborates with WIC to provide lead poisoning prevention training for staff (upon request). Program Coordinator reviews Lead Risk Assessment forms completed by WIC participants. The information provided by parents/caregivers and LeadWeb records are reviewed. Parents/caregivers are mailed letters recommending BLL testing when warranted. In addition, the LPPP brochure and a lead risk reduction flier are mailed. Note: this process is followed for children residing outside of the CLPPPP target area, as CLPPPP offers visits, when warranted, to families residing within the CLPPPP target area (ongoing).

Program Coordinator collaborates with the Child Fatality Review Team (CFRT) by attending meetings. Program Coordinator reviews LeadWeb records for all children reviewed and changes status to "expired" in order to ensure parents/guardians do not receive mailings related to BLL testing for deceased children. In addition, information related to lead poisoning and products that may contain lead are regularly discussed (quarterly). The Program Coordinator forwards information related to any products containing lead hazards recalled by CPSC to the CFRT Coordinator. The CFRT Coordinator then forwards this information to all CFRT members (ongoing).

LPPP continues to collaborate with CLPPP to determine how to best utilize 32 HEPA vacuum cleaners that have been provided to OCHD by funding from the Community Foundation. Currently, no Oneida County resident should have to travel more than 20 miles to borrow a HEPA vacuum cleaner. LPPP staff provides parents/caretakers with a list of organizations that house the vacuum cleaners at each home visit. In addition, the HEPA vacuum program is described during community presentations and promoted at health fairs (ongoing). Currently the Program Coordinator is collaborating with the CLPPPP supervisor in order to determine if some of the vacuum cleaners need to be repositioned in the county as they are being underutilized. LPPP staff participates in Webinars and/or attend training programs related to lead poisoning prevention in order stay current on issues and expand knowledge (ongoing).

LPPP collaborates with HNP to include lead poisoning prevention information when conducting presentations (ongoing). When reviewing the daily LeadWeb download, the Program Coordinator identifies all children residing within the HNP service area. Letters are mailed to parents of all children with BLLs 5 – 14 ug/dL, offering HNP services. When the Outreach Worker or Public Health Technician conduct one-time home visits for children with BLLs 10 – 14 ug/dL, HNP services are offered. When the LPPP Outreach Worker, Public Health Technician and/or Sanitarian conduct home visits and inspections for children with BLLs 15 ug/dL or greater, HNP services are offered (ongoing). LPPP continues to provide support to CLPPPP and HNP staff in order to be assured that staff is aware of lead poisoning prevention information and services available (ongoing).

The Community Foundation has formed Lead Poisoning Prevention Coalition/Lead Free MV. OCHD staff meets with Community Foundation to provide support and are members of the coalition. The Public Health Director attends general meetings, Steering Committee Meetings, and the Medical Community and BLL Testing Committee, the Environmental Health Director attends general meetings, the Metrics and Data Committee and the Environmental Control Committee meetings, the Community Education Program Manager attends the Awareness and Education meetings and the LPPP Program Coordinator attends general meetings, the Steering Committee, is Chairperson of the Medical Community and BLL Testing Workgroup, and attends other workgroup meetings when requested (ongoing).

The OCHD website provides a mechanism for residents to submit questions and/or concerns to environmental health staff. Inquiries related to lead poisoning issues are answered by LPPP staff (ongoing).

Evaluation Tool(s): Program evaluation forms showing change in knowledge, attitude change, belief and/or behavior, pre and post-test scores showing change in knowledge, sign-in forms for presentations, number of additional presentations conducted, number of telephone inquiries, number of website inquiries, changes in blood lead testing numbers/rate, changes in elevated BLL incidence rates, changes in environmental referral and inspections numbers, number of families that accept HNP visits, Mohawk Valley Resource Center for Refugees HEPA vacuum usage.

5.2 Identify local communities, neighborhoods and buildings with the highest need for primary prevention strategies. Review census data, GIS mapping by census tract, LeadWeb and local data related to BLLs.

5.2 Evaluation Strategy and Method: Data reviewed as determined by information obtained. Look for changes in elevated BLLs.

5.3 Develop strategies, consistent with local resources, to provide primary prevention services to the areas of highest need. LPPP continues to offer support to CLPPP staff and collaborates with primary prevention activities as described above.

5.3 Evaluation Strategy and Method: Participant satisfaction surveys; pre and post-tests of change in knowledge, attitude change, belief and/or behavior, number of telephone inquiries and changes in blood lead testing numbers, change in elevated BLL incidence rates.



ATTACHMENT C - WORK PLAN

DETAIL

**Objective**

1 Goal 1: Program Administration

**Tasks**

1 Complete Progress Report worksheet as indicated under Attachment D Section III – Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

1 Goal 1: Program Administration - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

**Objective**

2 Goal 1. (continued Page 1)

**Tasks**

1 Complete Progress Report worksheet as indicated under Attachment D Section III – Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

1 Goal 1: Program Administration (continued from previous page) - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

ATTACHMENT C - WORK PLAN

DETAIL

**Objective**

3 Goal 1. (continued Page 2)

**Tasks**

1 Complete Progress Report worksheet as indicated under Attachment D Section III – Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

1 Goal 1: Program Administration (continued from previous page) - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

**Objective**

4 Goal 2: Education

**Tasks**

1 Complete Progress Report worksheet as indicated under Attachment D Section III – Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

1 Increase knowledge and awareness of the public, health care providers, other professionals, and local policymakers regarding - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

ATTACHMENT C - WORK PLAN

DETAIL

|                  |                                                                                                                                                                                        |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Objective</b> |                                                                                                                                                                                        |
| 5                | Goal 2: (continued)                                                                                                                                                                    |
| <b>Tasks</b>     |                                                                                                                                                                                        |
| 1                | Complete Progress Report worksheet as indicated under Attachment D Section III – Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.) |
|                  | <u>Performance Measures</u>                                                                                                                                                            |
| 1                | Goal 2: Education (continued from previous page) - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.                             |

|                  |                                                                                                                                                                                        |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Objective</b> |                                                                                                                                                                                        |
| 6                | Goal 3: Blood Lead Testing and Screening                                                                                                                                               |
| <b>Tasks</b>     |                                                                                                                                                                                        |
| 1                | Complete Progress Report worksheet as indicated under Attachment D Section III – Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.) |
|                  | <u>Performance Measures</u>                                                                                                                                                            |
| 1                | Goal 3: Blood Lead Testing and Screening - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.                                     |

ATTACHMENT C - WORK PLAN

DETAIL

**Objective**

7 Goal 3: (continued)

**Tasks**

1 Complete Progress Report worksheet as indicated under Attachment D Section III -- Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

1 Goal 3: Blood Lead Testing and Screening (continued from previous page) - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

**Objective**

8 Goal 4: Follow Up of Children with Elevated Blood Lead Levels

**Tasks**

1 Complete Progress Report worksheet as indicated under Attachment D Section III -- Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

1 Goal 4: Follow Up of Children with Elevated Blood Lead Levels - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.

ATTACHMENT C - WORK PLAN

*DETAIL*

**Objective**

9 Goal 5: Primary Prevention

**Tasks**

1 Complete Progress Report worksheet as indicated under Attachment D Section III – Special Payment and Reporting Provisions. (Located in Reporting Format Properties: Progress Reports.)

Performance Measures

1 Goal 5: Primary Prevention - Completed separate worksheet under Attachment D, Section III. Special Payment and Reporting Provisions.





## 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 30 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 5 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) <sup>1</sup>

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

---

1

The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: # DOH01-C30905GG-3450000



## **B. Progress-Based Reports**

### 1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (See Table 1 below for the annual schedule).

### 2. Final Progress Report

Final scheduled payment will not be due until \_\_\_ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is \_\_\_\_\_. The agency shall complete its audit and notify vendor of the results no later than \_\_\_\_\_. The Contractor shall submit the report not later than \_\_\_ days from the end of the contract.

## **C. Other Reports**

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

**TABLE 1 - REPORTING SCHEDULE**

| <b>PROGRESS REPORT #</b> | <b>PERIOD COVERED</b> |  | <b>Due Date</b> |
|--------------------------|-----------------------|--|-----------------|
| 1                        |                       |  |                 |
| 2                        |                       |  |                 |
| 3                        |                       |  |                 |
| 4                        |                       |  |                 |
| 5                        |                       |  |                 |
| 6                        |                       |  |                 |
| 7                        |                       |  |                 |
| 8                        |                       |  |                 |
| 9                        |                       |  |                 |
| 10                       |                       |  |                 |
| 11                       |                       |  |                 |
| 12                       |                       |  |                 |

**III. SPECIAL PAYMENT AND REPORTING PROVISIONS**

This modifies Attachment M, Section II.A., for this contract and changes the total combined MWBE goal from 30% to 0% of eligible expenditures (0% MBE and 0% WBE).

Grantee agrees to submit the Lead Poisoning Prevention Program (LPPP) Worksheet prior to contract execution for review and approval by DOH. Grantee also agrees to submit the Local Health Department Lead Poisoning Prevention Program Staff Excel spreadsheet prior to contract execution. Both of these documents are available under Progress Report Formats and, once completed, should be uploaded to the Grantee Document folder.

Grantee will submit quarterly reports via the LPPP Quarterly Report format supplied by DOH.

Attachment M

**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

**I. General Provisions**

- A. The New York State Department of Health is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of Health (the “New York State Department of Health”), to fully comply and cooperate with the New York State Department of Health in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Attachment or enforcement proceedings as allowed by the Contract.

**II. Contract Goals**

- A. For purposes of this contract, the New York State Department of Health hereby establishes a goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation on any eligible expenses including subcontracted labor or services, equipment, materials, or any combined purchase of the foregoing under this contract. The goal on the eligible portion of this contract will be 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:  
<https://ny.newnycontracts.com/>

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the New York State Department of Health for liquidated or other appropriate damages, as set forth herein.

### **III. Equal Employment Opportunity (EEO)**

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
  - 1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  - 2. The Contractor shall submit an EEO policy statement to the New York State Department of Health within seventy two (72) hours after the date of the notice by New York State Department of Health to award the Contract to the Contractor.
  - 3. If Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Department of Health may provide the Contractor or Subcontractor a model statement (see Form #5 - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
  - 4. The Contractor's EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
    - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union,

or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "D" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

#### C. Form #4 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, 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.

### IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan (Form #1) either prior to, or at the time of, the execution of the contract.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Attachment.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Department of Health shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

### V. Waivers

- A. Contractors without eligible expenses as defined in Section II.A. or who are not able to meet the goal as stated in Section II.A. of this Attachment, must submit a Waiver request (Form #2) to the Department.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Department of Health shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

- C. If the New York State Department of Health, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the New York State Department of Health may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

**VI. Quarterly MWBE Contractor Compliance Report**

- A. Contractor is required to submit a Quarterly MWBE Contractor Compliance Report to the New York State Department of Health by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. Data should be submitted via the online compliance system at <https://ny.newnycontracts.com>.

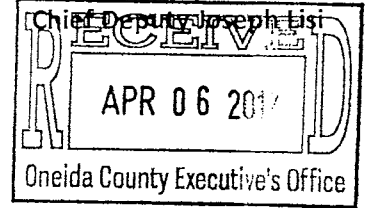
**VII. Liquidated Damages - MWBE Participation**

- A. Where New York State Department of Health determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the New York State Department of Health liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Department of Health, Contractor shall pay such liquidated damages to the New York State Department of Health within sixty (60) days after they are assessed by the New York State Department of Health unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Department of Health.



Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger



*Sheriff Robert M. Maciol*

FN 20 17-148

April 4, 2017

**WAYS & MEANS  
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.  
County Executive

Date 4/6/17

Dear County Executive Picente:

The Sheriff's Office has received notification of an insurance claim in the amount of \$12,038.90. These funds are earmarked for the purpose of repairing the Sheriff's 2016 Ford Taurus involved in an accident this year. I would like to request a 2017 Supplemental Appropriation of Funds of \$12,038.90 to be used for this purpose. No county funds will be utilized.

I respectfully request your Board approval for the following **2017** supplemental appropriation:

TO:

A3110.4522      Automotive Repairs      \$12,038.90

This supplemental appropriation will be fully supported by anticipated revenue in:

A2681      Insurance Recoveries - Sheriff      \$12,038.90

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



**ONEIDA COUNTY DEPARTMENT OF PERSONNEL**

County Office Building 800 Park Avenue Utica, New York 13501-2986  
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net  
Web site: www.ocgov.net

April 4, 2017

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

FN 20 17-149

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

**PUBLIC SAFETY**

*[Signature]*  
Anthony J. Picente, Jr.  
County Executive

Date 4/4/17

Dear County Executive Picente: **WAYS & MEANS**

Attached for your review and approval is correspondence from Sheriff Robert M. Maciol, requesting the creation of five (5) part time Special Patrol Officer positions (Grade 32W, Step 2, \$25.48/hour).

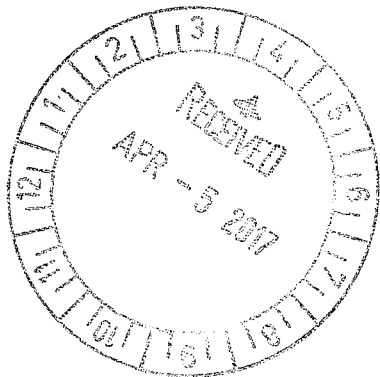
These five positions are to be utilized as part of a county-wide regional night court plan within the 5<sup>th</sup> Judicial District. The five (5) Special Patrol Officers will provide security for night court arraignments for court seven days a week for five hour shifts in the evenings. Night arraignments will be held in the lobby of the Public Safety Complex on Judd Road.

This request will require action by the Board of Legislators.

Sincerely,

*[Signature]*  
John P. Talerico  
Commissioner of Personnel

Copy: Sheriff





Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger  
Chief Deputy Joseph A. Lisi

*Sheriff Robert M. Maciol*

April 3, 2017

Commissioner John P. Talerico  
Oneida County Department of Personnel  
800 Park Ave., 6<sup>th</sup> Floor  
Utica, NY 13501

Re: MSD 222

Dear Commissioner Talerico:

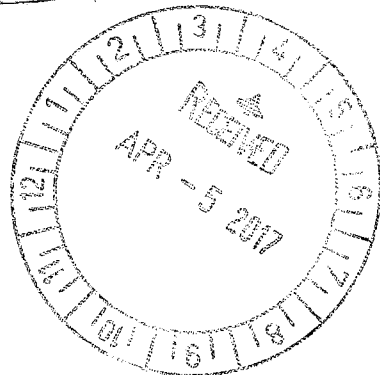
Enclosed please find MSD 222 with regard to the creation of five (5) Special Patrol Officer positions. As part of a county-wide regional night court plan within the 5<sup>th</sup> Judicial District, night arraignments will be held in the lobby of the Public Safety Complex on Judd Road. The special patrol officers will be used for security purposes for the court seven days a week for five hour shifts in the evening hours.

If you have any questions or need further information, please do not hesitate to contact my office.

Thank you for your time and consideration in this matter.

Sincerely,

Robert M. Maciol  
Sheriff



**Administrative Office**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-0141  
Fax (315) 736-7946

**Correction Division**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 768-7804  
Fax (315) 765-2327

**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495

Office of the Sheriff

County of Oneida

Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens



Chief Deputy Gregory Pflieger  
Chief Deputy Joseph A. Lisi

*Sheriff Robert M. Maciol*

March 27, 2017

The Honorable Anthony J. Picente, Jr. FN 20  
Oneida County Executive  
Oneida County Office Building, 10<sup>th</sup> Floor  
800 Park Ave  
Utica, New York 13501

17-150

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

PUBLIC SAFETY

*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive

WAYS & MEANS

Date 4/4/17

Dear County Executive Picente:

The Sheriff's Office is requesting approval of a one year extension to the current contract with Correctional Medical Care, Inc. (CMC) for medical care at the Correctional Facility. The original Agreement was for the term of January 1, 2012 through December 31, 2016. On April 1, 2015, an amended Agreement was entered into at the request of the Attorney General's Office, for CMC to restructure their agency to be in compliance with New York State's Medical Code. This extension includes CMC, Inc., and related parties CBH Medical, P.C. and SM Dental P.C.

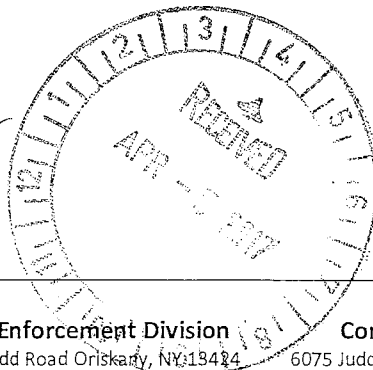
The Sheriff's Office is pleased with the work of CMC for inmate medical services and wishes to maintain this agreement. This extension will be from January 1, 2017 to December 31, 2017. The scope of the services to be provided has not changed. The cost for the period will be a total of \$2,556,697.

**This Agreement requires Board Approval at the Board's next meeting date.**

If you find the enclosed contract acceptable, I am requesting that you forward this to the Board of Legislators for their consideration and upon their approval, your acceptance 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*  
Robert M. Maciol  
Sheriff



**Administrative Office**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-0141  
Fax (315) 736-7946

**Correction Division**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 768-7804  
Fax (315) 765-2327

**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495

Oneida Co. Department: Sheriff's Office

Competing Proposal **XXX**  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other \_\_\_\_\_

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Correctional Medical Care, Inc.  
980 Harvest Drive, Suite 202  
Blue Bell, PA 19422

**Title of Activity or Service:** Purchase of Services

**Proposed Dates of Operation:** 1/1/17-12/31/17

**Client Population/Number to be Served:** Oneida County Correctional Facility  
Inmate Population

**Summary Statements**

1) **Narrative Description of Proposed Services:** Medical and Dental Services for inmates at the Correctional Facility

2) **Program/Service Objectives and Outcomes:** To provide medical and dental services to inmates in a quality and cost effective manner consistent with state and federal regulations/requirements

3) **Program Design and Staffing** Corrections Medical Care will employ their own staff

**Total Funding Requested:** \$2,556,697

**Account #A3150.197**

**Oneida County Dept. Funding Recommendation:** Recommend Approval

**Proposed Funding Sources (Federal \$/ State \$/County \$):** County

**Cost Per Client Served:**

**Past Performance Data:**

**O.C. Department Staff Comments:** An Agreement was entered into on January 1, 2012 for a 5-year period with CMC, Inc. Updates to State Guidelines for Medical Services in Correctional Facilities forced an updated Agreement to be composed on April 1, 2015 to stay in compliance with new State Guidelines set in place by the Attorney General's Office. This is a one year extension of the Agreement.

## **EXTENSION OF AGREEMENT**

**THIS EXTENSION OF AGREEMENT**, by and between the COUNTY OF ONEIDA, a municipal corporation, having its office and principal place of business located at 800 Park Avenue, Utica, New York, (hereinafter referred to as the "COUNTY"), and CORRECTIONAL MEDICAL CARE, INC., a Pennsylvania business corporation having its principal office located at 980 Harvest Drive, Suite 202, Blue Bell, Pennsylvania 19422 (hereinafter referred to as "CMC"), CBH MEDICAL, P.C. (hereinafter referred to as the "Medical P.C."), and SM DENTAL, P.C. (hereinafter referred to as the "Dental P.C."), (both the Medical P.C. and the Dental P.C. may be collectively hereinafter referred to as the "P.C.s").

### **WITNESSETH**

**WHEREAS**, the parties herein entered into an Agreement (Oneida County contract no. 012897) dated the 1<sup>st</sup> day of January, 2012 (hereinafter referred to as the "Original Agreement"), wherein CMC, in cooperation with the P.C.s, would provide reasonably necessary medical and dental care to inmates at the Oneida County Correctional Facility; and

**WHEREAS**, the term of the Original Agreement began on January 1, 2012, and terminates on December 31, 2016; and

**WHEREAS**, the parties entered into an amended Agreement (Oneida County contract no. 015510) dated the 1<sup>st</sup> day of April, 2015 (hereinafter referred to as the "Amended Agreement"); and

**WHEREAS**, the termination date for services was not modified by the Amended Agreement; and

**WHEREAS**, the Amended Agreement, at Article IV, paragraph 4.1 therein, provided that the parties could mutually agree, in writing, to extensions of said Agreement for additional one-year periods, upon the same terms and conditions set forth in the Amended Agreement; and

**WHEREAS**, the parties desire to memorialize, in writing, their mutual agreement to extend the terms and conditions of the Amended Agreement for one (1) additional year;

**NOW THEREFORE**, in consideration of the mutual promises made herein, the parties hereby agree as follows:

- A. The Amended Agreement between the parties shall be extended for one (1) additional year commencing on January 1, 2017 and terminating on December 31, 2017 (hereinafter referred to as the "Renewal Term"), unless sooner terminated by the parties pursuant to the provision of Article IV of said Agreement.
- B. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles.

The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

- C. The Renewal Term shall be under the same terms and conditions as the Amended Agreement, with compensation due to CMC as per the 2016 column of Schedule B of the Amended Agreement, as follows:

Total Maximum Base Compensation:

Annual: \$2,556,697.00

Maximum Base Compensation of  
CBH Medical, P.C.:

Annual: \$1,921,428.69

Monthly: \$160,119.06

Maximum Base Compensation of  
SM Dental, P.C.:

Annual: \$47,228.00

Monthly: \$3,935.67

Maximum Base Compensation of  
Correctional Medical Care, Inc.:

Annual: \$588,040.31

Monthly: \$49,003.36

Over 500/month:

\$4.90

Catastrophic Limitations:

Off-Site Services: \$400,000.00/year

Pharmaceuticals: \$300,000.00/year

- D. The provisions regarding insurance coverages shall be amended such that (i) the named additional insureds on any General Liability Policy and/or Umbrella Policy used to meet the minimum coverage amount of General Liability shall be "County of Oneida" and "Oneida County Correctional Facility; and (ii) no additional insured shall be named on the Professional Liability Policies.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written below.

County of Oneida

Correctional Medical Care, Inc.

By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
County Executive

By: Maria Carpio  
Maria Carpio  
Chief Executive Officer

Date: \_\_\_\_\_

Date: 3/23/17

CBH Medical, P.C.

SM Dental, P.C.

By: Shao O. Sundry  
~~Nazif Chowdhury, MD~~  
~~President~~ Shao O. Sundry  
Authorized Agent

By: Shao O. Sundry  
~~John E. Sarnicola, DDS, DMD~~  
~~President~~ Shao O. Sundry  
Authorized Agent

Date: 3/23/17

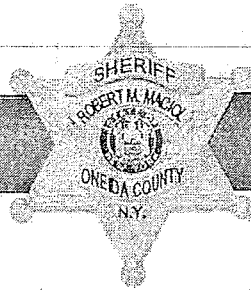
Date: 3/23/17

Approved:

By: \_\_\_\_\_  
Robert E. Pronteau  
Assistant County Attorney

Office of the Sheriff

Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens



County of Oneida

Chief Deputy Gregory Pflieger  
Chief Deputy Joseph A. Lisi

*Sheriff Robert M. Maciol*

March 13, 2017

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

FN 20 17-157

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive

**PUBLIC SAFETY**

Date 3/21/17

**WAYS & MEANS**

Dear County Executive Picente:

The Sheriff's Office is requesting approval of the attached contract with Taser International, Inc. for the purchase and implementation of body cameras to be used by deputies. The cameras will give the Sheriff's Office better evidence documentation and increase accountability in daily activities. The approximate cost for the equipment and related services is \$423,855.80 over a five year period.

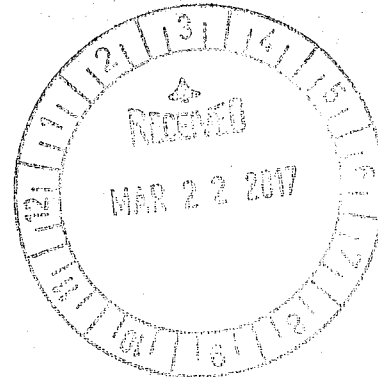
If you find the enclosed contract acceptable, I am requesting that this be forwarded to the Board of Legislators at their next meeting for their review and approval.

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*

Robert M. Maciol  
Sheriff



**Administrative Office**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-0141  
Fax (315) 736-7946

**Correction Division**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 768-7804  
Fax (315) 765-2327

**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495







**MASTER SERVICES AND PURCHASING AGREEMENT**

**between**

**TASER INTERNATIONAL, INC.**

**and**

**Oneida County**

CITY Agreement Number:

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## MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER or Party**) a Delaware corporation having its principal place of business at 17800 N 85<sup>th</sup> Street, Scottsdale, Arizona, 85255, and Oneida County, a municipal corporation having its principal place of business at 800 Park Ave, Utica, NY 13501, by and through the Oneida County Sheriff's Office, with offices at 6065 JUDD ROAD, ORISKANY, NY, 13424, (**Agency, Party** or collectively **Parties**) is entered into as of February 24, 2017 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quote # Q-59917 (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of TASER Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated according to Section 1.1 of this Agreement or as earlier terminated by either Party. TASER services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

1.1 **Evidence.com Subscription Term:** The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for four (4) additional successive Terms of one (1) year after completion of the initial Term at the list price then in effect, unless the Agency gives TASER written notice of termination within sixty (60) days prior to the end of a one (1) year period.

1.2 **Professional Services Term:** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

2 **Definitions.**

**"Business Day"** means Monday through Friday, excluding holidays.

**"Confidential Information"** means all nonpublic information disclosed by TASER, TASER affiliates, business partners of TASER or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

**"Documentation"** means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

**"Evidence.com Service"** means TASER web services for Evidence.com, the Evidence.com site,

EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

**"Installation Site"** means the location(s) where the Products are to be installed.

**"Policies"** means the Trademark Use Guidelines, all restrictions described on the TASER website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

**"Products"** means all TASER equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by TASER under this Agreement.

**"Quote"** is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and TASER reserves the right to cancel any orders resulting from such errors. TASER reserves the right to adjust prices or Products unless otherwise specified in the Quote.

**"Resolution Time"** means the elapsed time between TASER's acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of TASER's reasonable control.

**"Services"** means all services provided by TASER pursuant to this Agreement.

**"Agency Content"** means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

- 3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees.
- 4 **Taxes.** Unless TASER is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** TASER reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by TASER. The Agency is

responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing TASER written notice of rejection within 10 days of shipment. Failure to notify TASER within the 10 day rejection period will be deemed as acceptance of Product.

**6 Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

**7 Warranties.**

**7.1 Hardware Limited Warranty.** TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

**7.2 Warranty Limitations.**

**7.2.1** The warranties do not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

**7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**

**7.2.3 TASER's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.**

**7.3 Warranty Returns.** If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

**7.3.1** For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites [www.taser.com/support](http://www.taser.com/support) or [www.evidence.com](http://www.evidence.com), as indicated in the appropriate product user manual or quick start guide.

**7.3.2** Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

**7.3.3** A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

**8 Product Warnings.** See our website at [www.TASER.com](http://www.TASER.com) for the most current product warnings.

**9 Design Changes.** TASER reserves the right to make changes in the design of any of TASER's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

**10 Insurance.** TASER will maintain at TASER's own expense and in effect during the Term, insurance, as follows:

A. TASER shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

I. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate.

a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.

b. Oneida County and any other parties required by Oneida County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).

II. Workers Compensation and Employers Liability

- a. Statutory limits apply.

III. Automobile Liability

- a. Business Auto Liability with limits of at least \$1,000,000 each accident.
- b. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c. Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

IV. Commercial Umbrella

- a. Umbrella limits must be at least \$1,000,000.
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

B. Waiver of Subrogation: TASER waives all rights against Oneida County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

C. Certificates of Insurance: Prior to the start of any work, TASER shall provide a certificate of insurance to Oneida County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the TASER's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Oneida County.

**11 Indemnification.** TASER will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

12 **IP Rights.** TASER owns and reserves all right, title, and interest in the TASER Products and related software, as well as any suggestions made to TASER.

13 **IP Indemnification.** TASER will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of TASER Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide TASER with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.

TASER has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by TASER; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by TASER; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by TASER as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

14 **Agency Responsibilities.** The Agency is responsible for (i) use of TASER Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of TASER products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

15 **Termination.**

**15.1 By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and TASER fails to cure the material breach or default, TASER will issue a refund of any prepaid amounts on a prorated basis.

**15.2 By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this

Section at least 90 days prior to the end of the then current fiscal year.

- 15.3 Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.
- 15.4 After Termination.** TASER will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. TASER has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, TASER will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.
- 15.5 Post-Termination Assistance.** TASER will provide Agency with the same post-termination data retrieval assistance that TASER generally makes available to all customers. Requests for TASER to provide additional assistance in downloading or transferring Agency Content will result in additional fees and TASER will not warrant or guarantee data integrity or readability in the external system.

## **16 General.**

- 16.1 Confidentiality.** Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. All TASER Pricing is considered confidential and competition sensitive.
- 16.2 Excusable delays.** TASER will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice.
- 16.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.



- 16.4 Proprietary Information.** The Agency agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 16.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. TASER may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the State of New York, the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 16.14 Service of Process.** Licensee expressly agrees that in the event an action is filed in a Court of Competent Jurisdiction in Oneida County, New York, service of said action on the entity and address listed with the New York State Department of State for service of process as of the date of filing of such action shall be deemed good and sufficient service. In the event that at the time an action is filed Licensee does not maintain an entity and address listed with the New York State Department of State for service of process, then service on the entity and address listed as of the date of negotiation of this agreement, namely CT CORPORATION SYSTEM, 111 EIGHTH AVENUE, 13TH FLOOR, NEW YORK, NEW YORK 10011, shall be deemed good and sufficient service.
- 16.15 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

TASER: TASER International, Inc.  
ATTN: Contracts  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
contracts@taser.com

AGENCY: Oneida County Attorney  
800 Park Ave  
Utica, NY 13501  
countyattorney@ocgov.net

- 16.16 Entire Agreement.** This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by TASER, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If TASER provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

**16.17 Counterparts.** If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

**TASER International, Inc.**

Signature: \_\_\_\_\_  
Name: Josh Isner  
Title: Exp. Global Sales  
Date: 3/10/17  
Address: 17800 N. 85th Street Scottsdale, AZ 85255

**Oneida County**

Signature: \_\_\_\_\_  
Name: Anthony J. Picente, Jr  
Title: Oneida County Executive  
Date: \_\_\_\_\_  
Address: 800 Park Ave, Utica, NY 13501



Attn: Contracts

Email: [contracts@taser.com](mailto:contracts@taser.com)

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## Evidence.com Terms of Use Appendix

- 1 **Access Rights.** Upon the purchase or granting of a subscription from TASER and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.
  
- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and TASER obtains no rights to the Agency Content and the Agency Content are not business records of TASER. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. TASER will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.
  
- 3 **Evidence.com Data Security.**
  - 3.1. **Generally.** TASER will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. TASER will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact TASER immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.
  
  - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, TASER agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.
  
- 4 **Our Support.** TASER will make available updates as released by TASER to the Evidence.com Services. Updates may be provided electronically via the Internet. TASER will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or

technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

- 5 **Data Privacy.** TASER will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. TASER will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow TASER access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 **Data Storage.** TASER will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, TASER will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. TASER may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by TASER for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a TASER device. For use of Totally Unlimited Evidence.com Licenses TASER reserves the right to limit the types of content the Agency can store and share using the Services.
- 7 **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. TASER reserves the right to charge additional fees for exceeding purchased storage amounts or for TASER's assistance in the downloading or exporting of Agency Content.
- 8 **Suspension of Evidence.com Services.** TASER may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
  - 8.1. The Termination provisions of the Master Service Agreement apply;
  - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject TASER, TASER's affiliates, or any third party to liability, or (iv) may be fraudulent;
  - 8.3. If TASER suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. TASER will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.

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- 9 **Software Services Warranty.** TASER warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. TASER disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 10 **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at [www.TASER.com](http://www.TASER.com)).

## Professional Services Appendix

1 **Scope of Services.** The project scope will consist of the Services identified on the Quote.

1.1. The Package for the Axon and Evidence.com related Services are detailed below:

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>System set up and configuration</b><br/> Setup Axon® Mobile on smart phones (if applicable).<br/> Configure categories &amp; custom roles based on Agency need.<br/> Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access.<br/> Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable).<br/> One on-site session Included</p>                                                                                                                                                                                                        |
| <p><b>Dock installation</b><br/> Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary.<br/> Authenticate Dock with Evidence.com using "admin" credentials from Agency.<br/> Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment.<br/> On site Assistance Included</p>                                                                                                                                                                                             |
| <p><b>Dedicated Project Manager</b><br/> Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.</p>                                                                                                                                                                                                                                                                                                                                               |
| <p><b>Weekly project planning meetings</b><br/> Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.</p>                                                                                                                                                                                                                    |
| <p><b>Best practice implementation planning session—1 on-site session to:</b><br/> Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies.<br/> Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management.<br/> Provide referrals of other agencies using the Axon camera products and Evidence.com services<br/> Create project plan for larger deployments.<br/> Recommend rollout plan based on review of shift schedules.</p> |
| <p><b>System Admin and troubleshooting training sessions</b><br/> 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Evidence.com.</p>                                                                                                                                                                                                                                                                                                        |
| <p><b>Axon instructor training</b><br/> Prior to general user training on Axon camera systems and Evidence.com services, TASER's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.</p>                                                                                                                                                                                                                                                                                                  |
| <p><b>End user go live training and support sessions</b><br/> Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.</p>                                                                                                                                                                                                                                                                                                                                                                  |
| <p><b>Implementation document packet</b><br/> Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>                                                                                                                                                                                                                                                                                                                                                                                                           |



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**Post go live review session**

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- 1.2. Additional training days may be added on to any service package for additional fees set forth in the Quote.
- 2 **Out of Scope Services.** TASER is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.
- 3 **Delivery of Services.**
  - 3.1. **Hours and Travel.** TASER personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the Parties in advance. Travel time by TASER personnel to Agency premises will not be charged as work hours performed.
  - 3.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
- 4 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes TASER to access relevant Agency computers and network systems solely for the purpose of performing the Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
- 5 **Site Preparation and Installation.** Prior to delivering any Services, TASER will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or TASER), the Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by TASER under this Agreement, including the environmental specifications for the Products, TASER will provide the updates or modifications to Agency when they are generally released by TASER to TASER customers.
- 6 **Acceptance Checklist.** TASER will present an Acceptance Checklist (**Checklist**) upon completion of

the Services that will exactly mirror the description of services within this Section. The Agency will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that TASER did not complete the Services in substantial conformance with this Agreement, the Agency must notify TASER in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. TASER will address the issues and then will re-present the Checklist for approval and signature. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Checklist, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.

- 7 **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for Agency software and data; (ii) creating timely backup copies of Agency software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of Agency software or data, even if such damage, loss, or corruption is due to TASER negligence. However, regardless of any assistance provided by TASER: (i) TASER will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency software or data; (ii) any assistance provided by TASER under this Section is without warranty, express or implied; and (iii) in no event will TASER be liable for loss of, damage to, or corruption of Agency data from any cause.

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## TASER Assurance Plan Appendix

The TASER Assurance Plan or "TAP" has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the TASER Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1**     **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2**     **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3**     **SPARE Product.** TASER will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.

**3.1.**    Within 30 days of the end of the TAP Term the Agency must return to TASER all Spare Products. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.
- 4**     **TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the products to TASER or TASER will deactivate the serial numbers for the products received unless the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

#### **4.1. TAP Axon Camera Upgrade Models.**

**4.1.1.** If the Agency purchased TAP for Axon Cameras as a stand-alone service, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

**4.1.2.** If the Agency purchased Unlimited License or OSP, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

**4.2. TAP Dock Upgrade Models.** TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

**5. TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Product related TAPs. TASER will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

**5.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.

**5.2.** TASER will not and has no obligation to provide the free Upgrade Models.

**5.3.** The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

**5.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

- 5.5.** If the Agency received Axon Products free of charge and TAP is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to TASER within 30 days of the date of termination.

# Service Level Agreement

## Appendix

This Service Level Agreement (**SLA**) is a policy governing the use of the Evidence.com™ Service Offerings (**Service Offerings**) under the MSPA.

**1** **Definitions.**

**"Downtime"** are periods of time, measured in minutes, in which the Service Offering is Unavailable to the Agency. Downtime does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described in Exclusions.

**"Incident"** a period of time in which the Agency experiences Downtime.

**"Maximum Available Minutes"** is the total accumulated minutes during a Service Month for the Service Offering.

**"Monthly Uptime Percentage"** is  $(\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes} * 100$ .

**"Scheduled Downtime"** are periods of time, measured in minutes, in which the Service Offering is unavailable to the Agency and in which the period of time falls within scheduled routine maintenance or planned maintenance timeframes.

**"Service Month"** is a calendar month at Coordinated Universal Time (UTC).

**"Unavailable"** and **"Unavailability"** is when the Service Offering does not allow for the upload of evidence files, viewing of evidence files or interactive login by an end-user.

**2** **Service Level Objective.** TASER will use commercially reasonable efforts to make the Service Offerings available 99.99% of the time.

**3** **Guaranteed Service Level and Credits.** If TASER fails to make the Service Offering available to the defined Monthly Uptime Percentage availability levels, the Agency may be entitled to Service Credits. Service Credits are awarded as days of Service Offering usage added to the end of the Service Offerings subscription term at no charge to the Agency.

| <b>Monthly Uptime Percentage</b> | <b>Service Credit in Days</b> |
|----------------------------------|-------------------------------|
| Less than 99.9%                  | 3                             |
| Less than 99.0%                  | 7                             |

**4** **Requesting Service Credits.** In order for TASER to consider a claim for Service Credits, the Agency must submit the claim to TASER's customer support, including all information necessary for TASER to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

**4.1** TASER must receive the claim within one month of the end of the month in which the Incident that is the subject of the claim occurred. For example, if the Incident occurred on February 12th, TASER must receive the claim and all required information by March 31st.

**4.2** TASER will evaluate all information reasonably available to TASER and make a good faith determination of whether a Service Credit is owed. TASER will use commercially reasonable efforts to process claims during the subsequent month and within forty five (45) days of receipt. The Agency must be in compliance with all TASER agreements in order to be eligible for a Service Credit. If TASER determines that a Service Credit is owed to the Agency, TASER will apply the Service Credit to the end of the Agency's Service Offering subscription term. Service Credits may not be exchanged for or converted to monetary amounts.

- 5** **Service Maintenance.** Maintenance will take place according to TASER's prevailing Maintenance Schedule, which may be found at: <https://www.axon.io/trust/maintenance>. Maintenance periods may periodically result in the Service Offerings being Unavailable to the Agency. Downtime falling within Scheduled Routine or Planned maintenance is Scheduled Downtime and is not eligible for Service Credits

Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by TASER. Emergency maintenance falling outside Scheduled Routine or Planned maintenance is eligible for Service Credits

- 6** **Exclusions.** The Service Commitment does not apply to any unavailability, suspension or termination of the Service Offerings, or any other Evidence.com performance issues: (a) caused by factors outside of TASER's reasonable control, including any force majeure event, terrorism, sabotage, virus attacks, or Internet access or related problems beyond the demarcation point of the Service Offerings (including Domain Name Server issues outside TASER's direct control); (b) that result from any actions or inactions of the Agency or any third party; (c) that result from the Agency's communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received, or any other data issues related to the communication or data received from or through the Agency; (d) that result from Agency equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within TASER's direct control); (e) that result from any maintenance as provided for pursuant to this SLA; or (f) arising from TASER's suspension and termination of Agency's right to use the Service Offerings in accordance with this Agreement.

## **Oneida County Software-as-a-Service Terms and Conditions**

### **1. Definitions:**

**a. “Authorized Persons”** means the service provider’s employees, contractors, subcontractors or other agents who need to access to Oneida County’s data to enable the service provider to perform the services required.

**b. “Data Breach”** means unauthorized access that results in the use, disclosure or theft of Oneida County’s data.

**c. “Individually Identifiable Health Information”** means Information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.<sup>i</sup>

**d. “Software-as-a-Service” (SaaS)** means the capability provided to Oneida County to use the provider’s applications running on a cloud Software. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. Oneida County does not manage or control the underlying cloud Software including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.<sup>ii</sup>

**e. “Non-Public Data”** means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by Oneida County because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. All Oneida County data in the possession of the SaaS provider is considered “Non-Public Data” unless expressly noted under the terms of this contract.

**f. “Personal Data”** means data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver’s license, passport), financial account information, including account number, credit or debit card numbers, or protected health information (PHI) relating to a person.

**g. “Protected Health Information” (PHI)** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv), and employment records held by a covered entity in its role as employer.<sup>iii</sup>



**h. "Oneida County Data"** means all data created or in any way originating with Oneida County, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the Oneida County, whether such data or output is stored on the Oneida County's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by Oneida County or by the service provider.

**i. "Oneida County Identified Contact"** means the person or persons designated in writing by Oneida County to receive security incident or breach notification.

**j. "Security Incident"** means the potentially unauthorized access to data the service provider believes could reasonably result in the use, disclosure or theft of Oneida County's that data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

**k. "Service Level Agreement" (SLA)** means a written agreement between Oneida County and the service provider that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.

**l. "Service Provider" (SP)** means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

**m. "Statement of Work"** means a written statement in a solicitation document or contract that describes the Oneida County's service needs and expectations.

**2. Data Ownership:** Oneida County will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access Oneida County user accounts, or Oneida County data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract, or (4) at the County's written request.

**3. Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of Oneida County information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of Oneida County information within its control and comply with the following conditions:

**a.** The service provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Oneida County data within its control. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

**b.** All data obtained by the service provider within its control in the performance of this contract shall become and remain property of Oneida County.

**c.** Unless otherwise stipulated, Oneida County data shall be encrypted at rest and in transit with controlled access. The service level agreement (SLA) and contract document will

specify which party is responsible for encryption and access control of the Oneida County data for the service model under contract.

**d.** Unless otherwise stipulated, all Oneida County data in possession of the vendor is considered non-public data to the service provider. Therefore, the level of protection and encryption for all Oneida County data shall be identified and made a part of this contract.

**e.** At no time shall any data or processes – which either belong to or are intended for the use of Oneida County or its officers, agents or employees – be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include Oneida County.

**4. Data Location:** The service provider shall provide its services to Oneida County and its end users solely from data centers in the United States (U.S.). Storage of Oneida County data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store Oneida County data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access Oneida County data remotely only as required to provide technical support.

**5. Security Incident or Data Breach Notification:** The service provider shall inform the Oneida County of any security incident or data breach related to Oneida County data within the possession or control of the service provider and related to the service provided under this contract.

**a. Security Incident Reporting Requirements:** Unless otherwise stipulated, the service provider shall immediately report a security incident related to its service under the contract to the Director of Oneida County Central Services

**b. Breach Reporting Requirements:** If the service provider has actual knowledge of a confirmed data breach that affects the security of any Oneida County content that is subject to applicable data breach notification law, the service provider shall (1) promptly notify the Oneida County Director of Central Services within 48 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

**6. Breach Responsibilities:** This section applies when a data breach occurs with data within the possession or control of a service provider and related to service provided under this contract.

**a.** The service provider, unless stipulated otherwise, shall immediately notify the Oneida County Director of Central Services by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

**b.** The service provider, unless stipulated otherwise, shall promptly notify the Oneida County Director of Central Services within 48 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is or reasonably believes that there has been a data breach. The service provider shall (1) cooperate with the Oneida County Director of Central Services as reasonably requested County to investigate and resolve the data breach; (2) promptly implement necessary remedial measures, if necessary; and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

**c.** Unless otherwise stipulated, if a data breach is a direct result of the service provider's breach of its contract obligation to encrypt data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3)

providing credit monitoring service required by state (or federal) law; (4) establishing a website or a toll-free number and call center for affected individuals required by state law; and (5) complete all corrective actions as reasonably determined by the service provider based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

**7. Notification of Legal Requests:** The service provider shall contact the Oneida County Director of Central Services upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to Oneida County's data under this contract, or which in any way might reasonably require access to the data of the Oneida County. The service provider shall not respond to subpoenas, service of process and other legal requests related to Oneida County without first notifying the Oneida County, unless prohibited by law from providing such notice.

**8. Termination and Suspension of Service:**

- a. In the event of an early termination of the contract, the service provider shall allow for the Oneida County to retrieve its digital content and provide for the subsequent secure disposal of Oneida County digital content.
- b. During any period of suspension, the service provider shall not take any action to intentionally erase any Oneida County digital content.
- c. In the event of early termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any Oneida County data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the service provider shall have no obligation to maintain or provide any Oneida County data and shall thereafter, unless legally prohibited, delete all Oneida County data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the service provider will impose no fees for access and retrieval of digital content to the customer.
- d. After termination of the contract and the prescribed retention period, the provider shall securely dispose of all digital content in all of its forms, such as disk, CD/DVD, backup tape and paper. Oneida County's digital content shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods. Certificates of destruction shall be provided to Oneida County.

**9. Background Checks:** The service provider shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the Oneida County's information among the service provider's employees and agents.

**11. Contract Audit:** The service provider shall allow Oneida County to audit conformance to the contract terms, upon prior written request by Oneida County. Oneida County may perform this audit or contract with a third party at its discretion and at Oneida County's expense.

**12: Data Center Audit:** The service provider shall perform an independent audit of its data centers at least annually and at its own expense, and provide a redacted version of the audit report upon request to the Oneida County Director of Central Services. The service provider may remove its

proprietary information from the redacted version. For example, a Service Organization Control (SOC) 2 audit report would be sufficient.

**13. Change Control and Advance Notice:** The service provider shall give advance notice (to be determined at contract time and included in the SLA) to Oneida County of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

**14. Security:** The service provider shall disclose its non-proprietary security processes and technical limitations to Oneida County such that adequate protection and flexibility can be attained between the Oneida County and the service provider. For example: virus checking and port sniffing – Oneida County and the service provider shall understand each other’s roles and responsibilities.

**15. Non-Disclosure and Separation of Duties:** The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements and limit staff knowledge of customer data to that which is absolutely necessary to perform job duties.

**16. Import and Export of Data:** Oneida County shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for Oneida County to import or export data to/from other service providers.

**18. Sub-Contractor Disclosure:** The service provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the service provider, and who shall be involved in any application development and/or operations.

**21. Compliance with Accessibility Standards:** The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

**22. Web Services:** The service provider shall use Web services exclusively to interface with the public jurisdiction’s data in near real time when possible.

**23. Encryption of Data at Rest:** The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data, unless the public jurisdiction approves the storage of personal data on a service provider portable device in order to accomplish work as defined in the statement of work.

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<sup>1</sup> HIPAA Privacy Rule, Definitions, U.S. Department of Health and Human Services, National Institute of Health.

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<sup>ii</sup> Special Publication 800-146, "Cloud Computing Synopsis and Recommendations" National Institute of Standards and Technology, May 2012.

<sup>iii</sup> U.S. Department of Health and Human Services, National Institute of Health, HIPAA Privacy Rule, Definitions.

# TASER International

Protect Life. Protect Truth.

17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737  
Fax:



Richard Antanavige  
(315) 765-2213  
(315) 736-7946  
rantanavige@oneidacountysheriff.us

## Quotation

Quote: Q-59917-5  
Date: 1/30/2017 1:51 PM  
Quote Expiration: 2/24/2017  
Contract Start Date\*: 3/17/2017  
Contract Term: 5 years

AX Account Number:  
158258

Bill To:  
Oneida County Sheriff's Office - NY  
6065 JUDD ROAD  
Oriskany, NY 13424  
US

Ship To:  
Richard Antanavige  
Oneida County Sheriff's Office - NY  
6065 JUDD ROAD  
ORISKANY, NY 13424  
US

| SALESPERSON | PHONE        | EMAIL            | DELIVERY METHOD | PAYMENT METHOD |
|-------------|--------------|------------------|-----------------|----------------|
| Andrew Kam  | 480-532-6888 | andrew@taser.com | Fedex - Ground  | Net 30         |

\*Note this will vary based on the shipment date of the product.

Year 1, 2017 - with Hardware due net 30 days

| QTY   | ITEM # | DESCRIPTION                                       | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL     |
|-------|--------|---------------------------------------------------|------------|-----------------------|---------------|---------------|
| 80    | 85123  | EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT     | USD 948.00 | USD 75,840.00         | USD 27,959.20 | USD 47,880.80 |
| 10    | 89101  | PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT | USD 468.00 | USD 4,680.00          | USD 4,680.00  | USD 0.00      |
| 3,200 | 85110  | EVIDENCE.COM INCLUDED STORAGE                     | USD 0.00   | USD 0.00              | USD 0.00      | USD 0.00      |
| 300   | 85110  | EVIDENCE.COM INCLUDED STORAGE                     | USD 0.00   | USD 0.00              | USD 0.00      | USD 0.00      |
| 80    | 74001  | AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2         | USD 399.00 | USD 31,920.00         | USD 0.00      | USD 31,920.00 |
| 82    | 74020  | MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK            | USD 0.00   | USD 0.00              | USD 0.00      | USD 0.00      |
| 82    | 74021  | MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK     | USD 0.00   | USD 0.00              | USD 0.00      | USD 0.00      |
| 82    | 74022  | SM POCKET MOUNT, 4", AXON RAPIDLOCK               | USD 0.00   | USD 0.00              | USD 0.00      | USD 0.00      |
| 80    | 11553  | SYNC CABLE, USB A TO 2.5MM                        | USD 0.00   | USD 0.00              | USD 0.00      | USD 0.00      |
| 2     | 74001  | AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2         | USD 0.00   | USD 0.00              | USD 0.00      | USD 0.00      |

| QTY                                                                  | ITEM # | DESCRIPTION                                 | UNIT PRICE    | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL      |
|----------------------------------------------------------------------|--------|---------------------------------------------|---------------|-----------------------|---------------|----------------|
| 14                                                                   | 74008  | AXON DOCK, 6 BAY + CORE, AXON BODY 2        | USD 1,495.00  | USD 20,930.00         | USD 0.00      | USD 20,930.00  |
| 14                                                                   | 87026  | TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT  | USD 216.00    | USD 3,024.00          | USD 0.00      | USD 3,024.00   |
| 14                                                                   | 70033  | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK | USD 35.00     | USD 490.00            | USD 490.00    | USD 0.00       |
| 5                                                                    | 74009  | AXON DOCK, SINGLE BAY + CORE, AXON BODY 2   | USD 249.00    | USD 1,245.00          | USD 0.00      | USD 1,245.00   |
| 5                                                                    | 85079  | TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT    | USD 36.00     | USD 180.00            | USD 180.00    | USD 0.00       |
| 1                                                                    | 85055  | PREMIUM PLUS SERVICE                        | USD 15,000.00 | USD 15,000.00         | USD 0.00      | USD 15,000.00  |
| Year 1, 2017 - with Hardware due net 30 days Total Before Discounts: |        |                                             |               |                       |               | USD 153,309.00 |
| Year 1, 2017 - with Hardware due net 30 days Discount:               |        |                                             |               |                       |               | USD 33,309.20  |
| Year 1, 2017 - with Hardware due net 30 days Net Amount Due:         |        |                                             |               |                       |               | USD 119,999.80 |

Year 2, due 2018

| QTY                                      | ITEM # | DESCRIPTION                                       | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL     |
|------------------------------------------|--------|---------------------------------------------------|------------|-----------------------|---------------|---------------|
| 80                                       | 85124  | EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT     | USD 948.00 | USD 75,840.00         | USD 5,833.60  | USD 70,006.40 |
| 10                                       | 89201  | PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT | USD 468.00 | USD 4,680.00          | USD 346.40    | USD 4,333.60  |
| 3,200                                    | 85110  | EVIDENCE.COM INCLUDED STORAGE                     | USD 0.00   | USD 0.00              | USD 0.00      | USD 0.00      |
| 300                                      | 85110  | EVIDENCE.COM INCLUDED STORAGE                     | USD 0.00   | USD 0.00              | USD 0.00      | USD 0.00      |
| 14                                       | 87026  | TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT        | USD 216.00 | USD 3,024.00          | USD 1,400.00  | USD 1,624.00  |
| 5                                        | 85079  | TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT          | USD 36.00  | USD 180.00            | USD 180.00    | USD 0.00      |
| Year 2, due 2018 Total Before Discounts: |        |                                                   |            |                       |               | USD 83,724.00 |
| Year 2, due 2018 Discount:               |        |                                                   |            |                       |               | USD 7,760.00  |
| Year 2, due 2018 Net Amount Due:         |        |                                                   |            |                       |               | USD 75,964.00 |

Year 3, due 2019

| QTY   | ITEM # | DESCRIPTION                                       | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL     |
|-------|--------|---------------------------------------------------|------------|-----------------------|---------------|---------------|
| 80    | 85125  | EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT     | USD 948.00 | USD 75,840.00         | USD 5,833.60  | USD 70,006.40 |
| 10    | 89301  | PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT | USD 468.00 | USD 4,680.00          | USD 346.40    | USD 4,333.60  |
| 3,200 | 85110  | EVIDENCE.COM INCLUDED STORAGE                     | USD 0.00   | USD 0.00              | USD 0.00      | USD 0.00      |
| 300   | 85110  | EVIDENCE.COM INCLUDED STORAGE                     | USD 0.00   | USD 0.00              | USD 0.00      | USD 0.00      |
| 14    | 87026  | TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT        | USD 216.00 | USD 3,024.00          | USD 1,400.00  | USD 1,624.00  |

| QTY                                      | ITEM # | DESCRIPTION                              | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL     |
|------------------------------------------|--------|------------------------------------------|------------|-----------------------|---------------|---------------|
| 5                                        | 85079  | TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT | USD 36.00  | USD 180.00            | USD 180.00    | USD 0.00      |
| Year 3, due 2019 Total Before Discounts: |        |                                          |            |                       |               | USD 83,724.00 |
| Year 3, due 2019 Discount:               |        |                                          |            |                       |               | USD 7,760.00  |
| Year 3, due 2019 Net Amount Due:         |        |                                          |            |                       |               | USD 75,964.00 |

Year 4, due 2020

| QTY                                      | ITEM # | DESCRIPTION                                       | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL     |
|------------------------------------------|--------|---------------------------------------------------|------------|-----------------------|---------------|---------------|
| 80                                       | 85126  | EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT     | USD 948.00 | USD 75,840.00         | USD 5,833.60  | USD 70,006.40 |
| 10                                       | 89401  | PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT | USD 468.00 | USD 4,680.00          | USD 346.40    | USD 4,333.60  |
| 3,200                                    | 85110  | EVIDENCE.COM INCLUDED STORAGE                     | USD 0.00   | USD 0.00              | USD 0.00      | USD 0.00      |
| 300                                      | 85110  | EVIDENCE.COM INCLUDED STORAGE                     | USD 0.00   | USD 0.00              | USD 0.00      | USD 0.00      |
| 14                                       | 87026  | TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT        | USD 216.00 | USD 3,024.00          | USD 1,400.00  | USD 1,624.00  |
| 5                                        | 85079  | TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT          | USD 36.00  | USD 180.00            | USD 180.00    | USD 0.00      |
| Year 4, due 2020 Total Before Discounts: |        |                                                   |            |                       |               | USD 83,724.00 |
| Year 4, due 2020 Discount:               |        |                                                   |            |                       |               | USD 7,760.00  |
| Year 4, due 2020 Net Amount Due:         |        |                                                   |            |                       |               | USD 75,964.00 |

Year 5, due 2021

| QTY                                      | ITEM # | DESCRIPTION                                       | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL     |
|------------------------------------------|--------|---------------------------------------------------|------------|-----------------------|---------------|---------------|
| 80                                       | 85127  | EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT     | USD 948.00 | USD 75,840.00         | USD 5,833.60  | USD 70,006.40 |
| 10                                       | 89501  | PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT | USD 468.00 | USD 4,680.00          | USD 346.40    | USD 4,333.60  |
| 3,200                                    | 85110  | EVIDENCE.COM INCLUDED STORAGE                     | USD 0.00   | USD 0.00              | USD 0.00      | USD 0.00      |
| 300                                      | 85110  | EVIDENCE.COM INCLUDED STORAGE                     | USD 0.00   | USD 0.00              | USD 0.00      | USD 0.00      |
| 14                                       | 87026  | TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT        | USD 216.00 | USD 3,024.00          | USD 1,400.00  | USD 1,624.00  |
| 5                                        | 85079  | TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT          | USD 36.00  | USD 180.00            | USD 180.00    | USD 0.00      |
| Year 5, due 2021 Total Before Discounts: |        |                                                   |            |                       |               | USD 83,724.00 |
| Year 5, due 2021 Discount:               |        |                                                   |            |                       |               | USD 7,760.00  |
| Year 5, due 2021 Net Amount Due:         |        |                                                   |            |                       |               | USD 75,964.00 |

Grand Total USD 423,855.80

**Axon Body 2 Shipping**

Axon Body 2 is available for delivery between 8-10 weeks after purchase date. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.



**TASER International, Inc.'s Sales Terms and Conditions  
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at [www.taser.com/legal](http://www.taser.com/legal). You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

|                  |       |        |       |
|------------------|-------|--------|-------|
| Signature:       | _____ | Date:  | _____ |
| Name (Print):    | _____ | Title: | _____ |
| PO# (if needed): | _____ |        |       |

Quote: Q-59917-5

Please sign and email to Andrew Karn at [andrew@taser.com](mailto:andrew@taser.com) or fax to

THANK YOU FOR YOUR BUSINESS!

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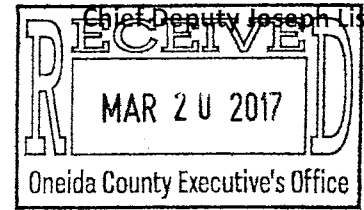


Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger

Chief Deputy Joseph Lisi

*Sheriff Robert M. Maciol*



March 16, 2017

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

FN 20 17152

PUBLIC SAFETY

Dear County Executive Picente:

Date 3/20/17

WAYS & MEANS

The Sheriff's Office would like to request a Supplemental Appropriation of Funds of \$15,000 to be used to purchase a Voice Stress Analyzer and a UFED Analytics. The Sheriff's Office has been provided funds thru NYS Division of Criminal Justice Services (DCJS Number LG15102197 and NYS Comptroller's Number T102197). No County dollars will be used for this project.

The Voice Stress Analyzer for The Oneida County Child Advocacy Center will be used to help solve cases of child sexual abuse. The UFED Analytics will be used to analyze cell phones, tablets and/or computers for pornographic images, deleted images and or messages.

I respectfully request that this matter be acted on at the May 10, 2017 Board of Legislators board meeting.

The Supplemental Appropriation Request is as follows:

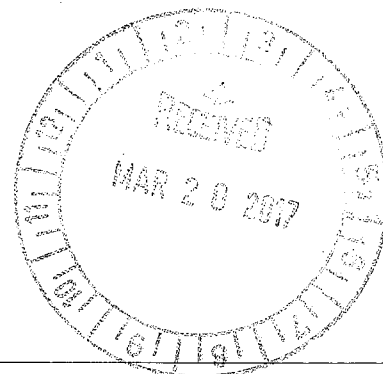
| <u>Transfer from Revenue Account</u> | <u>Amount</u> |
|--------------------------------------|---------------|
| A3382 State Aid – DCJS – CAC Grant   | \$15,000.00   |

| <u>Transfer to Expense Account</u> | <u>Amount</u> |
|------------------------------------|---------------|
| A3113.212 Computer Hardware        | \$15,000.00   |

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,  
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



Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger  
Chief Deputy Joseph A. Lisi

*Sheriff Robert M. Maciol*

February 28, 2017

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

FN 20 17-153

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

I am requesting approval for a Lease Agreement between the Sheriff's Office and Hall & Hall Properties, LLC. for the storage of our five boats and three jet skis for the winter months.

According to the enclosed Lease Agreement, Hall & Hall Properties will charge the Sheriff's Office rent in the amount of Two thousand Six hundred dollars and no cents (\$2,600.00) for the period between October 1, 2016 and ending June 1, 2017, for the use of space in their storage facility located at 6294 Egan Road in Oriskany Falls. This facility is heated and is easily accessible. **This Lease Agreement requires Board approval at the Board's next meeting date.**

If you find the enclosed Lease Agreement 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  
Oneida County Sheriff

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 3/10/17

**Oneida Co. Department: Sheriff's Office**

**Competing Proposal** \_\_\_\_\_  
**Only Respondent** \_\_\_\_\_  
**Sole Source RFP** \_\_\_\_\_  
**Other** **X (Two Quotes)**

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Hall & Hall Properties, LLC  
3710 Pickett Road  
Madison, NY 13402

**Title of Activity or Service:** Lease Agreement

**Proposed Dates of Operation:** October 1, 2016 – June 1, 2017

**Client Population/Number to be Served:** Oneida County

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Winter Storage of 5 Boats and 3 Jet Skis
- 2) **Program/Service Objectives and Outcomes:** To store our summer fleet of Marine Patrol vehicles
- 3) **Program Design and Staffing:** n/a

**Total Funding Requested:** \$2,600.00

**Account #** 3120.417

**Oneida County Dept. Funding Recommendation:** \$2,600.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** County

**Cost Per Client Served:** n/a

**Past Performance Data:** n/a

**O.C. Department Staff Comments:** This storage space is heated and easily accessible for our Marine Patrol. This was the lower of the quotes from the two available heated boat storage facilities in the area.

# LEASE AGREEMENT

**THIS AGREEMENT**, made and entered into, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, through the Oneida County Sheriff, a public officer duly elected under the laws of the State of New York, with offices located at 6065 Judd Road, Oriskany, New York, 13424, hereinafter referred to as "TENANT" and HALL & HALL PROPERTIES, LLC, with offices located at 3710 Pickett Road, Madison, NY 13402, hereinafter referred to as "LANDLORD".

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**PERMITTED USE:** The LANDLORD grants TENANT permission to store vehicles, boats on a boat trailer or on blocks provided by TENANT, recreational vehicles, or on trailers (motorhomes), collectively called the "stored property" in an area to be designated by LANDLORD.

**PREMISES:** The LANDLORD shall assign a storage area in the storage facility located at 6294 Egan Road, Oriskany Falls, NY 13425 to provide dry storage for the following vehicles:

1. 2008 – 26' Parker, outboard (HIN 5A4HDT12782050700)
2. 2008 – 24' McKee, twin outboard (HIN MKC24216E708)
3. 2003 – 19' Starcraft, outboard 4 cycle (HIN STR67589D203)
4. 2006 – Bombardier Jet Ski, 4 cycle engine (HIN YDV03292A606)
5. 2010 – Sea Doo, GTX 155 with trailer (HIN YDV15621D010)
6. 2009 - Kawasaki Jet Ski (HIN KAW50101F809) with trailer (VIN5A4XJR12Y2011477)
7. 2016 - Boston Whaler, 150 hp Mercury Motor (HIN WCG00172J516) (Motor ID 2B23200)  
With trailer (VIN 42XBL1923GB)
8. 1958 - Cadillac Aluminum Row Boat with 2 cycle outboard (no HIN/VIN)

**TERM:** The Lease will begin on October 1, 2016 and terminate on June 1, 2017.

**PAYMENT:** TENANT agrees to pay LANDLORD the sum of Two Thousand Six Hundred Dollars (\$2,600.00) for the term of this Lease for storage fees for all of those items listed herein. The full amount shall be payable no later than thirty days following the signing of this Agreement.

**INSURANCE—TENANT:** TENANT acknowledges that it is solely responsible for appropriate insurance coverage, for the items being stored at the LANDLORD's storage facility, in the event of damage sustained while in storage at the LANDLORD'S facility.

**INSURANCE—LANDLORD:** LANDLORD shall maintain shall purchase insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier must have at least an A- (excellent) rating by A. M. Best.

1. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

- a. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury.
  - b. The County and any other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured(s).
2. Waiver of Subrogation: the Contractor waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above.
  3. Certificates of Insurance: Prior to the start of any work, the Contractor shall provide a certificate of insurance to the County. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County.

#### **INDEMNIFICATION:**

1. To the fullest extent permitted by applicable law, LANDLORD shall indemnify and hold harmless, and at TENANT'S option, defend, TENANT, and/or its officers, directors, members, agents, employees, contractors and other representatives, from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage, incurred by TENANT, caused by any negligent act or omission, or intentional misconduct of LANDLORD, its officers, agents, employees (including LANDLORD'S Authorized Personnel) arising out of or in connection with the exercise by TENANT or any of TENANT'S Authorized Personnel of the rights and privileges granted by or pursuant to this Agreement, except to the extent such damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of TENANT.
2. To the fullest extent permitted by applicable law, TENANT shall indemnify and hold harmless, and at LANDLORD'S option, defend, LANDLORD, and/or its officers, directors, members, agents, employees, contractors and other representatives, from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, liens, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage, economic damage, and claims brought by third parties for personal injury and/or property damage, incurred by LANDLORD, caused by any negligent act or omission, or intentional misconduct of TENANT, its officers, agents, employees (including TENANT'S Authorized Personnel) arising out of or in connection with the exercise by LANDLORD or any of LANDLORD'S Authorized Personnel of the rights and privileges granted

by or pursuant to this Agreement, except to the extent such damages are caused by the sole negligence, unlawful act or omission, or intentional misconduct of LANDLORD.

**MAINTENANCE:** TENANT is prohibited from performing any work on the stored property other than normal interior and exterior cleaning and waxing. No repairs, engine work, mechanical work, fiberglass work, construction or painting is allowed in the storage area.

**DANGEROUS OR HAZARDOUS MATERIALS:** TENANT is prohibited from causing any dangerous or adverse environmental condition or fire hazard. No toxic chemicals or substances shall be utilized or stored on the LANDLORD'S property. All holding tanks must be emptied before placing a boat or trailer in the area. No cleaning emptying or dumping of holding tanks is permitted while the boat or trailer is on storage property.

**PROHIBITED EQUIPMENT:** TENANT is prohibited from using any mechanical or electrical equipment or engines on the property at any time during which property is stored on LANDLORD'S property.

**ASSIGNMENT and SUBLEASE:** TENANT is prohibited from assigning TENANT's rights under this Agreement to any other persons or entity.

**TERMINATION:** Either party reserves the right to terminate this Agreement upon a failure of the other party to comply with the terms and conditions of this Agreement. The party terminating the Agreement shall provide the other with a minimum of twenty (20) days notice of their intention to terminate this Agreement. In the event LANDLORD terminates this Agreement, TENANT shall be responsible for removing the stored property from the storage facility within thirty (30) days of the date on which LANDLORD shall mail written notice by first class postage to the TENANT. In the event of termination, either party shall be entitled to a proration of any rents due and owing under this Agreement, and shall be entitled to a credit or refund of same.

**GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules and principles. The parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

**ADVICE OF COUNSEL:** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

**ENTIRE AGREEMENT:** The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum I (Standard Oneida County Conditions). No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the County, the Sheriff, and the Landlord have signed this Agreement on the date respectively stated below.

**For Oneida County:**

\_\_\_\_\_  
Anthony J. Picente, Jr.  
County Executive

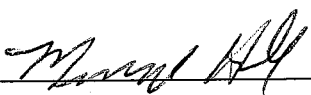
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Date

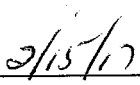
**For the Oneida County Sheriff's Office:**

\_\_\_\_\_  
Robert M. Maciol  
Oneida County Sheriff

\_\_\_\_\_  
Date

**For Hall and Hall Properties, LLC:**

  
\_\_\_\_\_  
Michael Hall  
Manager

  
\_\_\_\_\_  
Date

Approved

\_\_\_\_\_  
Robert E. Pronteau  
Assistant County Attorney



Office of the Sheriff



County of Oneida

Undersheriff Robert Swenszkowski  
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy  
Chief Deputy Dean Obernesser

*Sheriff Robert M. Maciol*

February 28, 2017

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

FN 20 17-154

**PUBLIC SAFETY**

**WAYS & MEANS**

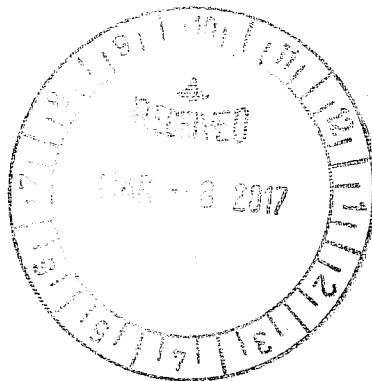
Dear County Executive Picente:

The Sheriff's Office is requesting approval of an Agreement with Whitesboro Central School District. This contract will pay for a Part time Special Patrol Officer to be used in each school facility within the District to increase law enforcement presence, to decrease the number of incidences at the district and to ensure the buildings' safety and security measures are in place and being followed by students, staff, parents and other visitors. The Sheriff's Office will charge the District \$28 per hour per officer to cover the costs of the Special Patrol Officers together with the costs of the uniform and equipment for newly hired officers. The total amount of this Agreement is \$253,820.00 (\$28 per hour x 7 officers per day x 7 hours per day x 185 school days).

If you find the enclosed contract acceptable, I am requesting that you forward the same to the Board of County Legislators for consideration at their next meeting. 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.*  
Anthony J. Picente, Jr.  
County Executive

Date 3/8/17

**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 Department/Office:** Sheriff's Office

**Competing Proposal:**  
**Only Respondent:**  
**Sole Source RFP:**  
**Other: X (Revenue)**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**Name of Proposing Organization:** Whitesboro Central School District  
65 Oriskany Blvd, Suite 1  
Whitesboro, NY 13492

**Title of Activity or Service:** Special Patrol Officer Initiative

**Proposed Dates of Operation:** September 6, 2016 – June 30, 2017

**Client Population/Number to be Served:** Members of the Whitesboro Central School District

**Summary Statements**

**1) Narrative Description of Proposed Services:** Use of Special Patrol Officers at the Whitesboro Central School District buildings. All six buildings would have 2 part time Special Patrol Officers to ensure that the buildings safety and security measures are in place and being followed by students, staff, parents and other visitors to the buildings.

**2) Program/Service Objectives and Outcomes:** Give students role models that guide them toward community activities that prevent delinquency; develop crime prevention programs; training in conflict resolution, restorative justice, crime awareness and anger management; provide security to students and staff.

**3) Program Design and Staffing:** Special Patrol Officers to be utilized in the Whitesboro School District at all 6 buildings during the 2016-2017 school year.

**Total Funding Requested: \$253,820.00**

\$28 per hour x 7 officers per day x 7 hrs per day x 185 school days= \$253,820.00  
Plus additional reimbursement for equipment in the event that new officers are hired to fulfill the Agreement.

**Account #:** A2735 (revenue) A3120 (expense)

**Oneida County Dept. Funding Recommendation:** N/A

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Outside Revenue

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**Oneida County Department/Office Staff Comments:** Whitesboro Central School District will reimburse the Sheriff's Office for the cost of the Part time Special Patrol Officers at \$28 per hour per officer and for equipment issued to newly hired officers (Equipment total is \$2095 per officer).

AGREEMENT  
BETWEEN  
THE ONEIDA COUNTY SHERIFF'S OFFICE  
AND  
WHITESBORO CENTRAL SCHOOL DISTRICT

**SCHOOL SPECIAL PATROL OFFICER INITIATIVE**

THIS AGREEMENT, made and entered into, by and between the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York, with its principal offices located at 800 Park Avenue., Utica, New York 13501, hereinafter referred to as "County," by and through the Oneida County Sheriff's Office, with offices located at 6065 Judd Road, Oriskany, New York, 13424, hereinafter referred to as "OCSO", and Whitesboro Central School District, a political subdivision of the State of New York, with its principal offices located at 65 Oriskany Blvd., Suite 1, Whitesboro, NY 13492, hereinafter referred to as "District."

WITNESSETH

WHEREAS, the District has need for a more intensive and coordinated approach to creating a safe and secure setting for the educational process to take place; and

WHEREAS, the District desires to engage the services of a School Safety Officer to provide a uniformed presence in the designated schools as a deterrent to criminal behavior on the school campus, and to promote a greater sense of safety and security within the school environment; and

WHEREAS, the OCSO is desirous of providing personnel to the District's School Special Patrol Officer Initiative to be utilized as Special Patrol Officers (SPO) at the times and places hereinafter indicated; and

WHEREAS, the OCSO, the County and the District agree that the parties' goals are the following:

1. To establish a staff of Special Patrol Officers consisting of experienced and trained personnel from Law Enforcement Officers who are retired as prescribed in NYS General Municipal Law Section 209-v (The Job Specification of Special Patrol Officer is attached hereto as Exhibit "A," and made a part hereof);
2. To increase the physical law enforcement presence within the District facilities;

3. To decrease the number of incidents involving outside police intervention at the District facilities;
4. To increase a sense of safety and order within the school setting; and
5. To ensure that the facilities' safety and security measures are in place and being followed by students, staff, parents within the District; and

WHEREAS, the OCSO, the County and the District desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by said School Safety Officers in the District;

NOW THEREFORE, in exchange for the consideration hereinafter stated, the OCSO, the County and the District agree as follows:

1. **Assignment of the SPO.** The OCSO shall assign uniformed officers as Special Patrol Officers (SPO) to serve in the District according to a schedule established by mutual agreement between the OCSO and the District. The OCSO agrees to have an officer on site at all District campuses each day that school is in session during the duration of this Agreement, as designated by the District. The OCSO will provide substitute coverage when the designated officer is absent. The SPO will wear the uniforms issued by OCSO, including a firearm and all other equipment authorized and issued by the OCSO.
2. **Supervision of the SPO.** The OCSO agrees to have a supervising officer to facilitate scheduling, cover absences, and/or supply support as needed by the District on site at the designated District campuses each day that school is in session during the duration of this Agreement. The Supervising School Safety Officer will be designated by the OCSO to act in such capacity. The Supervising SPO will be under the supervision of a designated member of the Sheriff's Law Enforcement Division and shall coordinate his or her activities at the District with the Principal or designee.
3. **Duties of the SPO.** The SPO duties shall be as follows:
  - a. Provide for the security and safety of all students, staff and visitors;
  - b. Protect school property and maintain order in and around the school site;
  - c. Provide intervention between students and/or staff, using appropriate techniques to calm and control situations;
  - d. Under the supervision of the Principal or designee, investigate all crimes and incidents occurring on and in the vicinity of school grounds, and provide the appropriate documentation for such investigations;

- e. Report all violations of law, school rules, regulations or policies to school administration;
- f. Enforce New York State laws, rules and regulations;
- g. Act as liaison with police and fire officials;
- h. Advise the school administration of any circumstances or situations that may create a potential for harm to persons, or damage to or loss of property;
- i. Screen all persons entering the building or school grounds when in a position to do so, and take necessary action to prohibit loitering and trespassing on school grounds;
- j. Become familiar with all hidden recesses in the building and check them periodically;
- k. Become familiar with the Student Code of Conduct, particularly with respect to prohibited items such as cell phones, pagers, iPods, wearing of hats, etc., and take required action to enforce the Code of Conduct and/or seize such prohibited items;
- l. Enforce all other provisions of the Code of Conduct;
- m. Maintain post integrity by being highly visible at all times and refraining from unnecessary fraternization with other officers/employees;
- n. Report for duty in a timely manner. In the event a SPO is absent from work, the SPO shall notify his or her supervisor. The OCSO shall then provide the district with a replacement officer. The OCSO shall notify the Superintendent of Schools that the SPO will be absent and shall notify the Superintendent of the replacement officer;
- o. Question any individual not having appropriate identification who appears to be a student to ascertain his or her status;
- p. Act as a mentor to students by maintaining a casual relationship with students and attempt to develop a rapport with students;
- q. Develop a common working relationship with the staff of the District;
- r. In the performance of their duties, the SPO shall regularly coordinate and communicate with the principal or the principals' designee of the schools to which they are assigned. The principal or designee shall contact the supervising

SPO assigned by the OCSO for such purpose in the event that a question arises regarding the performance of duties by the SPO;

- s. When requested, participate in meetings with school officials, parents or the School Board to assist in dispute resolution and/or in developing policy and procedures concerning school safety;
- t. The SPO shall comply with all State and Federal laws as well as all of the rules, regulations policies and procedures related to investigations, interviews and search and arrest procedures of the OCSO;
- u. The SPO shall be subject to all other personnel policies and practices of the OCSO except as such policies or practices that may have to be modified to comply with the terms and conditions of this Agreement;
- v. Act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, including, but not limited to: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots; and
- w. Meet all of the obligations above without discriminating on the basis of race, color, sex, national origin or membership in any other protected class.

4. **Responsibilities of the OCSO.** The OCSO, in its sole discretion, shall have the power and authority to hire, discharge, and discipline all SPOs. It is understood by all parties herein that the OCSO will retain tactical control of all of the SPOs. Officers shall relinquish all criminal law enforcement actions and investigations, including, but not limited to, interviews, searches, arrests, and discovery of controlled substances to the Law Enforcement Division of the OCSO.

The OCSO further agrees as follows:

- a. To provide a Special Patrol Officer who:
  - i. Meets the requirements as prescribed in NYS General Municipal Law Section 209-v;
  - ii. Shall possess sufficient knowledge of the applicable Federal and State laws; Town and County ordinance, and Board of Education policies and regulations;
  - iii. Demonstrates a broad base of knowledge regarding youth, social issues, and the criminal justice system.
  - iv. Also demonstrates:

- A. Effective verbal and written communication skills, including the ability to address public audiences in the school, business and community settings;
  - B. An ability to relate to youth, especially the “at risk” and “special needs” populations;
  - C. A working knowledge of social services providers and other community justice and school resources;
  - D. An ability to identify, analyze and recommend solutions to complex behavioral and social problems;
  - E. A genuine interest in at-risk youth;
  - F. That the SPO meets all education and experience requirements set forth by Oneida County and New York State;
  - G. An even temperament and the ability to set a good example for students;
- b. The District may request from the OCSO that certain individuals not be assigned to the District if it is determined by the District that the substitute does not meet the qualifications as listed above. The OCSO will honor these requests to the fullest extent possible;
  - c. To ensure the SPO or their substitute spends an average of thirty-five (35) hours per week, per officer, on-site at the District’s facilities between September and June when school is in session;
  - d. To submit appropriate verification forms to be signed by authorized school personnel to provide audit documentation of time spent on campus;
  - e. To regularly submit vouchers to the District for services rendered; and
  - f. To cooperate with the District to implement the SPO program with the least possible disruption to the educational process.
5. **District’s Responsibilities.** The District agrees to:
- a. Implement the SPO program in accordance with guidelines established herein by the parties;

- b. Designate an employee as the School Representative, through which day-to-day business contact will be conducted with the SPO;
- c. Provide the SPO with full access to school facilities, personnel and students;
- d. Ensure that school personnel, school board members, students and parents are informed of the duties and presence of the SPO on campus;
- e. Make available a suitable location for the SPO to take breaks and have a midday meal;
- f. Provide suitable accommodations (i.e., desk and chair) at the main entrance of each school building so that the SPO may be periodically seated during the school day;
- g. Evaluate the program and administer an annual assessment of the partnership and/or program;
- h. Make recommendations and program adjustments as appropriate;
- i. Reimburse the OCSO for all costs associated with the acquisition and maintenance of all uniforms and equipment, including, but not limited to: uniforms, boots, duty weapon, body armor, Taser, pepper spray, impact device, handcuffs, and other necessary equipment issued by the OCSO to the SPO. Attached hereto and made of part hereof is Exhibit "B," containing a list of items and prices for each item for each SPO. The parties hereto agree that each SPO will be issued the items listed in Exhibit B upon being hired. The District will be billed for the items for newly hired SPO only. Once the items are issued, the District will be responsible for the maintenance of the items issued. It is understood by both parties that this is not an annual expense to the District, but rather an expense for newly hired SPOs only;
- j. Reporting of Crimes: If school personnel uncover evidence that a crime may have been committed, as defined in applicable statutes, District policy or regulations, or as determined by the school principal or designee, the school official shall notify the SPO. In the event of an emergency or the absence of the SPO, the District shall be responsible for dialing 911 for police. Once notified of the occurrence of a crime, the SPO will complete the applicable reports in conformance with OCSO rules, regulations, policy and procedures. The SPO shall also complete any applicable report in conformance with the District's policy, regulations or applicable Education Law provisions. When appropriate, or in the event of a serious crime, the SPO will notify the appropriate OSCO supervisory personnel and request their services for a police response.



6. **Confidentiality and Disclosure of Records.**

- a. Confidentiality. The County, the Sheriff and the District agree that all information exchanged is considered confidential and subject to provisions of federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
- b. Records Disclosure. The County, the Sheriff and the District agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time. Attached hereto and made a part of this Agreement are the terms required by New York State Education Law Section 2-d concerning the disclosure of protected identifiable student, principal and teacher information from disclosure.
- c. HIV-Related Information.
  - i. Non Discrimination. The Sheriff, the County, the assigned SPO and any substitute SPO shall not discriminate or refuse assistance to individuals with AIDS or HIV infection from an HIV-related test. It is agreed that the Sheriff, and any member of his staff with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18 NYSDSS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.
  - ii. Re-disclosure. The following written statement must be included 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. Child Abuse, Neglect and Maltreatment. Notwithstanding any other provision of this Agreement, the OCSO shall comply with all New York State Laws, rules and regulations governing Child Abuse, Neglect and Maltreatment.

- e. The parties agree that all records must be available for a period of years that is in compliance with Records Retention and Disposition Schedule ED-1, and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. Records related to student discipline must be kept for a minimum of three (3) years after the student reaches the age of eighteen (18).

**7. Requirements of New York State Education Law Section 2-d**

- a. The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as "PII"), as defined by Education Law Section 2-d (1), (d) and (j). Accordingly, it is anticipated that this Agreement will involve disclosure of such data to the SPO. The exclusive purpose for which the referenced PII will be used is the delivery of SPO services provided under the Agreement. Upon expiration of this Agreement, the SPO and/or substitute SRO must securely destroy or return all PII to the District that remains in the SPO's or substitute SPO's possession.
- b. If PII is disclosed to the SPO and/or substitute SPO by the District for purposes of the SPO providing services to the District, the SPO and County must additionally comply with the following express requirements of New York State Education Law Section 2-d(5), (e) & (f) (Chapter 56, Subpart L of the Laws of 2014), as well as any implementing regulations and/or any data privacy policy adopted by the District:
  - i. Any officers or employees of the third party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on federal and state law governing confidentiality of such data prior to receiving access;
  - ii. Limit internal access to education records to those individuals that are determined to have legitimate educational interests;
  - iii. Not use the education records for any other purposes than those explicitly authorized in this agreement;
  - iv. Except for authorized representatives of the third party contractor to the extent they are carrying out the agreement, not disclose any personally identifiable information to any other party:
    - A. Without prior written consent of the parent or eligible student; or
    - B. Unless required by statute or court order and the party provides a notice of the disclosure to the department, district board of

education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;

- v. Maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody; and
  - vi. Use encryption to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the Secretary of the United States Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
- c. The Parents Bill of Rights and the attachment to the Parents Bill of Rights are annexed to this Agreement as Addenda A-1 and A-2, respectively, the terms of which are incorporated herein by reference.
8. **Entire Agreement, Amendments, Applicable Law and Savings.** The parties agree that this agreement and any addenda incorporated into this agreement, whether or not physically attached, represent the entire agreement between them. Any amendments to this agreement shall require the written consent of all parties. The agreement shall be governed by the laws of the State of New York except where the federal supremacy clause requires otherwise. In the event that a portion of this agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the agreement shall continue in full force and effect. By signing below, the parties agree and acknowledge that they have read, understood and agreed to all the terms contained in any addenda attached hereto, including, but not limited to, Addendum A-1 (Parent's Bill of Rights), Addendum A-2 (the attachment to The Parent's Bill of Rights) and Addendum B (Standard Oneida County Conditions), as well as Exhibits A, B & C. This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate governing bodies where required.
9. **Term of Agreement.** The term of this Agreement begins on September 6, 2016 and expires on June 30, 2017, without notice, unless terminated earlier as provided in this agreement.
10. **Resolution of Issues/Termination.**
- a. In case of deficiencies of service or other SPO programmatic issues, the District will first develop an Action Plan in concert with the OCSO to address the issues. In the event that the issues cannot be resolved through the Action Plan, the

District reserves the right to terminate services and this Agreement with a thirty (30) day notice.

- b. If issues occur that cause the OCSO to feel termination of this Agreement is appropriate, the OCSO must first address the issues in writing to the District. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through these steps, the OCSO reserves the right to terminate services and this Agreement upon thirty (30) days written notice.
- c. The parties will use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under a contract with the District which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Oneida County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the OCSO must proceed diligently with contract performance. Each party waives any dispute or claim not made in writing and received by the other parties within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing, for a sum certain, and must be fully supported by all cost and pricing information.

11. **Compensation.**

- a. **Basic Payment.** The County agrees to provide and to pay the officer's hourly rate and employment benefits in accordance with the applicable salary schedules and employment practices of the County, subject to reimbursement by the District as detailed herein. The parties agree that the District shall pay to the OCSO the full cost incurred by the OCSO in compensation to the Officer and Supervisor for all hours worked, to include payroll taxes and all other associated costs, such as, but no limited to, Disability Insurance and Workman Compensation Insurance. The rate of pay and fringe is paid at an hourly rate of Twenty-Eight Dollars (\$28.00). The County shall provide the District with notice of any new collectively bargained rates of pay and/or fringe benefits within ten (10) days of ratification of a new CBA setting said rates. The new collectively bargained rates of pay shall become effective upon the date specified in the CBA. The estimated rates for compensation under this Agreement shall be adjusted, and the actual rates reconciled with payments made as of the effective date of the CBA, and the parties acknowledge that any future CBA could include retroactive salary increases for which the District will be responsible. In the event that such reconciliation results in a credit to the District, it shall be applied to offset

subsequent payments due, and if such adjustment results in an amount due the County, it shall be included in the next quarterly payment.

- b. The District agrees to pay the County for the services of the SPOs for the duration of the term of this Agreement.
- c. The District also agrees to pay the County for any hours spent by the SPOs undergoing mandatory training to maintain eligibility as an SPO.
- d. Any time spent by an SPO that is not related to the interests of the District will not be charged to the District.
- e. **Incidental and Unrelated Costs.** Incidental costs, to include pager, vehicle and ongoing training costs shall be covered by the County. Any time spent by the SPO that is not related to the interest of the District will not be considered time worked as an SPO or reimbursed by the District. Any expenses or financial obligations made by an SPO without the prior approval of the District will not become the responsibility of the District.
- f. **Additional Hours.** Any time spent at the participating component district over and above the contractually agreed upon hours per day will be billed as overtime, at the rate contained in the Collective Bargaining Agreement in force at the time, subject to prior approval by the Principal or his/her designee.
- g. **Billing & Payment.** The OCSO shall submit a statement for payment of the contract fee to the District on a bi-weekly basis, to correspond with the schedule under which employees of the OCSO submit proof of their hours worked to the OCSO. The District shall reimburse the County the sum due in each statement within seven (7) days of receipt of the same.

12. **Status of the Parties.** It is expressly understood and agreed that the legal status of the OCSO, the County, its officers and employees, vis-à-vis the District under this Agreement, is that of an independent contractor, and in no manner shall the SPO be deemed an employee of the District. Neither party shall be an agent of or otherwise have authority to bind the other party. The County agrees, during the term of this Agreement, to maintain at its expense those benefits to which the SPO, as its employee, would otherwise be entitled by law, including health benefits, and all necessary insurances for its employees, including worker's compensation, disability and unemployment insurance, and to provide the District with certification of such insurance upon request. The County remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

13. **Indemnification & Insurance.**

- a. The District agrees to indemnify, save and hold harmless the County and the Sheriff, their agents, officers, servants, employees and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injury to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any acts or failure to act on the part of the District, its agents, servants, employees or subcontractors in connection with the performance of this agreement, and to defend at its own cost, such action or proceeding.
- b. The County and the Sheriff jointly agree to indemnify, save and hold harmless the District, its agents, officers, servants, employees and subcontractors from any claims, demands, causes of action, and/or judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence, willful misconduct, or any act or failure to act on the part of the County and/or the Sheriff, its agents, servants, employees or subcontractors in connection with the performance of this Agreement, and to defend at their own cost, such action or proceeding.
- c. The District 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 or persons. The District shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
  - i. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate;
  - ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury;
  - iii. The County and the Sheriff shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds;
  - iv. Workers Compensation and Employers Liability
    - A. Statutory limits apply;

- v. Waiver of Subrogation: The District waives all rights against the County and the Sheriff, and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above;
  - vi. Certificates of Insurance: Prior to the start of any work the District shall provide certificates of insurance to County and the Sheriff. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the District's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the County and the Sheriff.
- d. The County 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 or persons. The County shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The Insurance carrier must have at least an A- (excellent) rating by A. M. Best.
- i. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate;
  - ii. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury;
  - iii. The District shall be included as additional insured. Coverage for the additional insured shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insureds;
  - iv. Workers Compensation and Employers Liability
    - A. Statutory limits apply;

- v. **Waiver of Subrogation:** The County and the Sheriff waive all rights against the District, and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Workers Compensation and Employers Liability insurance maintained per requirements stated above;
  - vi. **Certificates of Insurance:** Prior to the start of any work the County shall provide certificates of insurance to District. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the County's Commercial General Liability Policy. These certificates and the insurance policies required above shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the District.
14. **No Special Duty.** Nothing in this agreement shall create a special duty to the District or to any third party, including but not limited to employees and students of the District. The OCSO cannot promise or guarantee crime prevention, safety or security.
15. **Suspension of Work.**
- a. The District, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interest of the District. In the event of such suspension, the OCSO will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, a force majeure event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the OCSO shall comply with the suspension order. Activity may resume at such time as the District issues a written notice authorizing a resumption of work.
  - b. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, the District and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other party. In such an event, the District shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the OCSO be responsible for further performance of any duties on behalf of the District or for any actual or consequential damages as a result of termination.
  - c. The District and the OCSO agree that this Agreement may be terminated upon thirty (30) days written notice to the other party at said party's designated address, for reason other than the funding issues described herein. In case of termination



of said Agreement, the District will be provided with all documents, notes, memoranda and reports (if any) with respect to the SPO's service up to the effective termination date of the Agreement.

- d. Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.
16. **Expiration.** The parties agree that this Agreement expires on June 30, 2017, without notice. Any extension or renewal of said Agreement shall require execution of a subsequent Agreement by all parties and approval of the appropriate governing bodies where required.
17. **Advice of Counsel:** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.
18. **Assignment:** No party may assign this agreement, or any part hereof, or any rights hereunder, without the written advance consent of both other parties.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the County, the OCSO, and the District have caused this Agreement to be executed.

For Oneida County:

\_\_\_\_\_  
Anthony J. Picente, Jr.  
County Executive

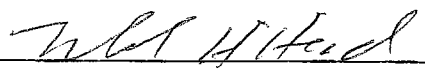
\_\_\_\_\_  
Date

For the Oneida County Sheriff's Office:

\_\_\_\_\_  
Robert M. Maciol  
Oneida County Sheriff

\_\_\_\_\_  
Date

For the District

  
\_\_\_\_\_  
Whitesboro School District  
Michael Head  
President, Board of Education

\_\_\_\_\_  
Date 7/7/17

Approved:

\_\_\_\_\_  
Robert E. Pronteau  
Assistant County Attorney

Civil Division: Oneida County Government  
Jurisdictional Class: Competitive  
EEO Category: Protective Service: Sworn  
Revised: 09/10/15

### **SPECIAL PATROL OFFICER**

**DISTINGUISHING FEATURES OF THE CLASS:** The work involves responsibility for maintaining order and providing security for publicly owned property. Persons employed in this class shall have all the powers of a peace officer, as set forth in section 2.20 of Criminal Procedure Law, when performing the duties of protecting property or persons on such premises. The work is performed under general supervision of the Oneida County District Attorney, Oneida County Sheriff's Office, or other designated Oneida County law enforcement agent. The incumbent performs related work as required.

**TYPICAL WORK ACTIVITIES:** (Illustrative Only)

Provides security by standing in and patrolling public buildings;  
Protects and guards the public and employees in the designated publicly-owned property;  
Physically restrains unruly individuals;  
Escorts law enforcement agents, juries and witnesses to and from the courtroom;  
Provides general information to visitors on premises ;  
Checks to insure that all necessary documents and identifications are in order;  
Safeguards public property;  
Provides assistance in emergency situations;  
Maintains and updates records as required;  
Prepares incident reports;  
Distributes and posts appropriate documents and materials.

**FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:**

Good knowledge of procedures and practices for protecting and safeguarding buildings and property; good knowledge of the powers of a peace officer; ability to maintain order; ability to perform first aid; ability to exercise judgment and common sense in stressful situations; ability to carry out established security procedures in case of fire, bomb threat or other emergency situations; ability to observe detail, remember facts and information and evaluate situations; ability to understand oral and written instructions and apply information, rules, regulations and procedures to specific situations; ability to prepare brief written communications; ability to communicate information orally to the public or related personnel; ability to use self-defense, restraint techniques and security equipment.

continued...

**SPECIAL PATROL OFFICER**

page two

**MINIMUM QUALIFICATIONS:** Retired member of a police or sheriff's department, or division of state police, or retired former corrections, parole or probation officer.

**NOTE:** In accordance with Section 209-v of General Municipal Law, a retiree who had permanent competitive class status in one of the above listed occupations may be reinstated to a Special Patrol Officer position without further examination.

**SPECIAL REQUIREMENTS TO CARRY OR POSSESS FIREARMS:** Special Patrol Offices may not carry or possess firearms while on duty unless authorized to do so by the Appointing Authority and a license has been issued pursuant to Section 400.00 of Penal Law (Section 2.10.37 of Criminal Procedure Law). Where possession of the license is required, eligibility for and continued possession of the license is required for appointment.

Adopted: 06/13/12  
Revised: 06/29/12, 09/10/15

## EXHIBIT B

### EQUIPMENT TO BE PURCHASED FOR SPECIAL PATROL OFFICERS

#### SPO

| <u>Equipment</u> | <u>Cost</u>           |
|------------------|-----------------------|
| Uniforms         | 250                   |
| Hat              | 15                    |
| Jacket           | 90                    |
| Body armor       | 700                   |
| Firearm          | 425                   |
| Holster          | 80                    |
| OC Spray         | 15                    |
| OC case          | 15                    |
| Baton            | 100                   |
| Baton case       | 30                    |
| Taser holster    | 65                    |
| Boots            | 75                    |
| Badge            | 70                    |
| Flashlight       | 40                    |
| Duty Belt        | 20                    |
| Keepers          | 15                    |
| Handcuffs        | 20                    |
| Cuff case        | 10                    |
| Radio case       | 25                    |
| Mag. Case        | 25                    |
| Flashlight case  | 10                    |
| <b>TOTAL</b>     | <b>\$2095 per SPO</b> |

#### Additionally:

|                  |                     |
|------------------|---------------------|
| Tasers are       | \$1000 per building |
| Ballistic Shield | \$ 850 per building |
| Radio            | \$ 900 per building |

## EXHIBIT C

Pursuant to Education Law Section 2-d, BOCES and school districts are now required to publish, on their websites, a *Parents Bill of Rights for Data Privacy and Security* and include such information on every contract with a third party contractor whom receives student, teacher and/or principal data.

Below, is the Whitesboro Central School District's *Bill of Rights for Data Privacy and Security*:

1. A student's personally identifiable information (PII) cannot be sold or released by the Whitesboro Central School District for any commercial or marketing purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record, including any student data stored or maintained by the Whitesboro Central School District. This right of inspection is consistent with the requirements of the Family Educational Rights and Privacy Act (FERPA). In addition to the right of inspection of the educational record, Education Law §2-d provides a specific right for parents to inspect or receive copies of any data in the student's educational record. The New York State Department of Education (NYSED) will develop policies and procedures pertaining to this right.
3. State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including, but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State is available for public review at <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx>, or you may obtain a copy of this list by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
5. Parents have the right to file complaints with the Whitesboro Central School District about possible privacy breaches of student data by the Whitesboro Central School District's third party contractors or their employees, officers, or assignees, or with NYSED. Complaints regarding student data breaches should be directed to Beth Ann Blynt, Director of Guidance and Pupil Personnel Services, Whitesboro High School, 6000 State Route 291, Marcy, NY 13403; (315) 266-3240; [pbor@wboro.org](mailto:pbor@wboro.org). Complaints to NYSED should be directed in writing to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234 or [CPO@mail.nysed.gov](mailto:CPO@mail.nysed.gov). The complaint process is under development and will be established through regulations to be proposed by NYSED's Chief Privacy Officer, who has not yet been appointed.

For purposes of further ensuring confidentiality and security of student data — as well as the security of personally-identifiable teacher or principal data — the Parents' Bill of Rights (above) and the following supplemental information must be included in each contract that a school district or BOCES enters into with a third-party contractor with access to this information:

1. The exclusive purposes for which the student data, or teacher or principal data, will be used;
2. How the third party contractor will ensure that the subcontractors, persons or entities that the third party contractor will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements;
3. When the agreement with the third party contractor expires and what happens to the student data or teacher or principal data upon expiration of the agreement;
4. If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected; and

5. Where the student data or teacher or principal data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

In addition, the Chief Privacy Officer (when appointed), with input from parents and other education and expert stakeholders, is required to develop additional elements of the Parents' Bill of Rights to be prescribed in the Regulations of the Commissioner. Accordingly, this Bill of Rights will be revised from time to time in accordance with further guidance received from the Chief Privacy Officer, the Commissioner of Education and NYSED.

## ADDENDUM I

THIS ADDENDUM, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Oneida, hereinafter known as County, and a Contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as Contractor.

WHEREAS, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. EXECUTORY OR NON-APPROPRIATION CLAUSE.

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. CERTIFICATIONS 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:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
  - ii. 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.
  - iii. 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,
- i. 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 contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (B), above, 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;

ii. 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:

i. 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 ongoing 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), above;
- D. Notifying the employee in the statement required by paragraph (A), above, 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), above, from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and 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 paragraph (D)(2), above, with respect to any employee who is so convicted;

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A),(B),(C),(D),(E) and (F), above.

- ii. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

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d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors that are individuals, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

- i. 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
- ii. 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:
  - i. 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;
  - ii. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  - iii. Utilize an adequate amount of physical hardware, including but not limited to, locking filing cabinets, locks on drawers, other 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:

- i. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
- ii. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

- i. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
- ii. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
- iii. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
- iv. 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;
- v. Make available protected health information in accordance with 45 CFR §164.524;
- vi. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.528;
- vii. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
- viii. 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

- ix. 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 permanently 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:
- i. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
  - ii. 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
  - iii. 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 any 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 of the Labor Law, 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 monies 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 of the Labor Law, 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 Articles, 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 certifies and affirms, under penalty of perjury, as to its own organization, under penalty of perjury, that to the best of its 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; and (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 knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (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. 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 pertaining 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 all attachments thereto), 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 audit or 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) in the sole discretion of the County, 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. This number includes any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payee, on its invoice or claim for payment, must state with specificity the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (i) 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. (ii) 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 acquired 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 sole 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 for 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 sole responsibility of the Contractor to establish 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 made 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 requested to be made or has been 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 to 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 or Contractor, or any person signing on behalf of any bidder or 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

(hereinafter "OGS") website, that to the best of its knowledge and belief, that each bidder or 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 or Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any bidder or 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 or 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 or it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within ninety (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 or Contractor in default.

The County reserves the right to reject any bid or request for assignment for a bidder or 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 or Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

## Oneida County Department of Public Works

6000 Airport Road w Oriskany, New York 13424  
Phone: (315) 793-6213 w Fax: (315) 768-6299

March 6, 2017

FN 20 17-153

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

**PUBLIC WORKS**

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

**WAYS & MEANS**

*[Signature]*  
Anthony J. Picente, Jr.  
County Executive

Date 3/10/17

Dear County Executive Picente,

Attached is a roadside ditching agreement that is intended to serve as the Master Template for the 2017 agreements for consideration and approval with various Towns/City (2017 County Roadside Ditching listing attached) in Oneida County. These agreements are an effort to utilize existing resources to accomplish a common goal. The agreement with includes an hourly rate of \$330.00 per hour not to exceed a maximum amount of \$13,200.00 per Town.

If you concur with this request, kindly forward to the Public Works and Ways and Means Committees to review as their schedules permit, with presentation to the Board of Legislators at their regularly scheduled meeting.

Sincerely,

*[Signature]*

Dennis S. Davis  
Commissioner

DSD/  
Enclosure(s)

Oneida Co. Department: Public Works

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   X  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Various Municipalities in Oneida County

**Title of Activity or Service:** Roadside Ditching Agreements

**Proposed Dates of Operation:** May 1, 2017 – December 1, 2017

**Client Population/Number to be Served:** Oneida County residents and those who travel on County roads.

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Participating municipalities to ditch along said county roads and right-of-ways per Agreements. Up to 40 hours per week.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** Town employees

**Total Funding Requested:** \$13,200 (maximum rate- see attached 2017 County Road Ditching Spreadsheet for breakdown per municipality) **Account #** D5110.495

**Oneida County Dept. Funding Recommendation:** \$13,200 (maximum rate- see attached 2017 County Road Ditching Spreadsheet for breakdown per municipality)

**Proposed Funding Sources (Federal \$/ State \$/County \$):** County

**Cost Per Client Served:**

**Past Performance Data:**

**O.C. Department Staff Comments:** This program is an effort to utilize existing resources to accomplish a common goal. There are a few municipalities that will utilize the Shared Services Agreement with a combined town/county crew and no monetary exchange.

## ROADSIDE DITCHING AGREEMENT

THIS AGREEMENT, by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501 hereinafter referred to as the "County," and \_\_\_\_\_, a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at \_\_\_\_\_ hereinafter referred to as the "Town," collectively the "Parties."

### WITNESSETH

WHEREAS, the County proposes the Town perform roadside ditching on the improved County road system located within the geographical boundaries of the Town for an agreed-upon price and pursuant to agreed-upon terms and conditions; and

WHEREAS, the Town Board of the Town has adopted a resolution authorizing the Town to enter into this Agreement and thereby accepting the proposal of the County; and

WHEREAS, the Oneida County Board of Legislators has adopted a resolution approving this Agreement;

NOW THEREFORE, In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, County and Town agree as follows:

#### 1. TERM

1.1 The term of this Agreement shall be from May 1, 2017 to December 1, 2017.

#### 2. SCOPE OF WORK

2.1 The Town shall ditch, trench, excavate and drain the right of way portions of roads, within the geographical boundaries of the Town, or designated areas as directed by the County, hereinafter referred to as the "Work." The Town shall be responsible for the removal and haul away of excess soil after the Work is completed.

2.2 The Town shall furnish at its own cost and expense all labor, machinery, equipment, materials and fuel necessary to timely and fully provide the Work expeditiously and in conformance with generally accepted standards for quality, and skill of similar projects.

2.3 The Town agrees to expend up to forty (40) hours of Work, for the duration of the Agreement.

#### 3. PERFORMANCE OF WORK

3.1 The Town shall secure and maintain safe Work sites, equipment and conditions in accordance with all requirements of State and Federal law.



- 3.2 The Town shall secure all permits required to perform its duties under this Agreement and shall comply with all applicable Federal, State, County and Municipal laws, rules, ordinances and regulations.
- 3.3 The Town is familiar and is satisfied as to all applicable, relevant, and appropriate federal, state and local laws and regulations that may affect cost, progress and performance of the Work.
- 3.4 The Town shall at its own cost and expense to furnish all the materials, equipment, machinery, tools, superintendence, labor, insurance and other accessories necessary to perform said Work in accordance with the conditions and prices herein and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable Federal and State safety standards.
- 3.5 The Town shall take all necessary precautions for the safety of employees on the Work site and shall comply with all applicable provisions of Federal, State and Local regulations, ordinances and codes. The Town shall erect and properly maintain at all time, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.
- 3.6 The Town represents that the Town is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Work. Town shall use Town's best efforts to perform the Work such that the results are satisfactory to the County.
- 3.7 The Town may, at Town's own expense, employ or engage the services of such employees, subcontractors and/or partners as Town deems necessary to perform the Work. The employees, subcontractors and/or partners are not and shall not be employees of the County, and the County shall have no obligation to provide employees, subcontractors and/or partners with any salary or benefits.
- 3.8 The Town shall be solely responsible and shall remain liable for the performance of the Work by the employees, subcontractors and/or partners in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations.
- 3.9 The Town acknowledges and agrees that Town and its employees, subcontractors and/or partners have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

#### 4. PAYMENT

- 4.1 The County shall pay the Town for the Work, including its its labor and equipment at the following rates:

4.1.1 Gradall, 2- single axle trucks, flag-person and operators \$270 per hour.

- 4.1.2 Gradall, 1- tandem, 1-single axle trucks, flag-person and operators \$300 per hour.
- 4.1.3 Gradall, 2- tandem axle trucks, flag-person and operators \$330 per hour.
- 4.1.4 Backhoe, 2- tandem axle trucks, flag-person and operators \$300 per hour.
- 4.1.5 For a total cost not to exceed \$13,200.00.
- 4.2 The Town agrees to expend up to forty (40) hours of Work, for the duration of the Agreement
- 4.3 The County shall provide payment to the Town on a Work completed basis. The Town shall submit a detailed invoice to the County that provides the dates, locations, equipment, and labor used by the Town to complete the Work in order to receive payment.
- 4.4 The County shall have no liabilities to the Town other than the amount specified above.
- 4.5 The County shall not be liable for any late fees for any interest in late payments.
- 4.6 In the case of changes affecting the scope of Work resulting from new findings, unanticipated conditions or other conflicts or discrepancies, the Town shall promptly notify the County of the identified changes and advise the County of the recommended solution. Work shall not be performed on such changes without prior written authorization of the County. Payments for additional Work performed shall be agreed upon in writing prior to commencement of such additional Work.
- 4.7 The County reserves the right to withhold payment under this Agreement due to Town's failure to properly perform its obligations under this Agreement. The County may withhold payment for including but not limited to:
  - 4.7.1 defective Work;
  - 4.7.2 third party claims;
  - 4.7.3 failure of the Town to pay its subcontractors, if any;
  - 4.7.4 damage to the County; or
  - 4.7.5 failure to carry out the Work in accordance with this Agreement.
- 4.8 The County may correct any conditions which do not meet requirements of this Agreement and deduct the cost from the amounts due under this Agreement.
- 4.9 It is understood and agreed that the County shall not be responsible for any costs incurred by the Town prior to the effective date or following the termination date of this Agreement.
- 4.10 The obligations of the Parties hereunder are conditioned upon the continued availability of County funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate County officials fail to approve sufficient funds for completion of the Work set forth in this Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Town by certified mail. In such an event, the County shall be under no further obligation to the Town other than payment for costs actually

incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

## 5. NON ASSIGNMENT

5.1 The Town agrees not to assign, transfer, convey, sublet or otherwise dispose of the Agreement or of his right, title or interest therein, or his power to execute this Agreement, to any other person, corporation or entity without the previous consent, in writing, by the County.

## 6. SUBCONTRACTS

6.1 A subcontractor is a person who has an agreement with the Town to perform any of the Work described herein.

6.2 The Town agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subcontractor(s) to whom the Town proposes to award any portion of the Work. The County shall be provided a copy of any and all agreement(s) between the Town and any subcontractor regarding the award of any portion of the Work within ten (10) days of their final execution.

6.3 Agreements between the Town and the subcontractor shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Exhibits.

## 7. INDEMNIFICATION

7.1 The obligations of the Town under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

7.2 To the fullest extent permitted by law, the Town agrees that it shall defend, indemnify and hold harmless the County and its respective officers, directors, members, agents, employees, and other representatives, from and against all liability, damages, expenses, costs, causes of actions, suits, losses, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the Work of the Town and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Town or failure on the part of the Town to comply with any of the covenants, terms or conditions of this Agreement. The Town shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the roads. The Town further shall save the County harmless from all claims for labor or materials used in the Town's performance under this Agreement.

8. INSURANCE REQUIREMENTS:

- 8.1 As part of its obligation to indemnify, defend and hold harmless the County, its officers, agents, employees, as set forth above, the Town agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.
- 8.2 The Town shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.
- 8.3 The Town shall not commence Work until such insurance has been approved by the County. The certificates shall be on forms approved by the County. Acceptance of the certificates shall not relieve the Town of any of the insurance requirements, nor decrease the liability of the Town. The County reserves the right to require the Town to provide insurance policies for review by the County. The Town grants County a limited power of attorney to communicate with the Town's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.
- 8.4 Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Town's Commercial General Liability Policy, Auto Liability Policy, and Excess/Umbrella Policy. These Certificates and the Insurance Policies required below shall contain a provision that coverage afforded under the Policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the County.
- 8.5 Commercial General Liability Insurance (CGL): The Town agrees that it shall at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The Town agrees to have the County added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.
- 8.5.1 Coverage for the additional insured shall include completed operations.
- 8.5.2 The CGL coverage shall include a General Aggregate Limit and such General Aggregate Limit shall apply separately to each project.

- 8.5.3 CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products- completed operations, XCU (explosion, collapse and underground coverage) and personal and advertising injury.
- 8.5.4 There shall be no exclusions to contractual liability for Employee Injuries (i.e. Labor Law Exclusions).
- 8.5.5 The Town shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- 8.6 Auto Liability: The Town agrees that it shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Business Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Contract. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The Town agrees to have the County added to said insurance policies as a named additional insured, on a primary, non-contributory basis.
- 8.7 Excess/Umbrella Liability Insurance: The Town agrees that it shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The Town agrees to have the County added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self- insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability, and Employers Liability maintained by the County.
- 8.8 Workers Compensation and Employers Liability Insurance: The Town agrees that it shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Worker's Compensation Law at statutory New York limits.
- 8.9 Prior to the commencement of any Work by a subcontractor, if any, the Town shall require such subcontractor to procure policies of insurance as required by this section and maintain the same in force during the term of any Work performed by that subcontractor.

- 8.10 Payment to the Town may be suspended in the event the Town and his subcontractor, if any, fails to provide the required insurance documentation in a timely manner.
- 8.11 Waiver of Subrogation: Town waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Business Auto Liability or Workers Compensation and Employers Liability Insurance maintained per requirements stated above. A waiver of subrogation endorsement evidencing such coverage shall be provided to the County within three (3) days of request.

## 9. INDEPENDENT CONTRACTOR STATUS

- 9.1 It is expressly agreed that the relationship of the Town and its employees, subcontractors and/or partners to the County shall be that of an Independent Contractor. The Town, and its employees, subcontractors and/or partners in accordance with his status as an Independent Contractor, covenant and agree that he will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that he will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.
- 9.2 The Town and its employees, subcontractors and/or partners shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.
- 9.3 The Town acknowledges and agrees that neither Town, nor its employees, subcontractors and/or partners, shall be eligible for any County employee benefits, including retirement membership credits.
- 9.4 The Town shall be solely responsible for compliance with all applicable labor and employment requirements with respect to its employees, subcontractors and/or partners, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for Work rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). The Town shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.
- 9.5 The Town shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- 9.6 If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Town's Independent Contractor status, it is agreed that both the

County and the Town shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

- 9.7 The Town agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

## 10. TERMINATION

- 10.1 The County shall give written notice to the Town of any breach of the terms and conditions of this Agreement. The Town shall have seventy-two (72) hours to cure any breach and provide documentation to the County as to the cure. In the event that the Town has failed to cure the breach after seventy-two (72) hours, the County may immediately terminate this Agreement.
- 10.2 In addition, the County may also terminate this Agreement upon ten (10) days written notice if the Town makes any arrangement or assignment for the benefit of creditors.
- 10.3 The County or Town shall have the right, in its sole discretion, at any time to terminate this Agreement, or, with or without cause, by giving thirty (30) days written notice of termination to the Town. This provision should not be understood as waiving the County's right to terminate the Agreement for cause or immediately stop Work for unsatisfactory Work, but is supplementary to that provision.
- 10.4 Any termination by the County under this section shall in no event constitute or be deemed a breach of the Agreement and no liability shall be incurred by or arise against the County, its agents and employees therefore for lost profits or any other damages.

## 11. CHOICE OF LAW/FORUM

- 11.1 If either Party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.
- 11.2 This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

## 12. SUCCESSORS AND ASSIGNS

12.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

### 13. SEVERABILITY

13.1 If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

### 14. ENTIRE AGREEMENT

14.1 This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

14.2 Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all Parties.

### 15. INCORPORATION BY REFERENCE

15.1 All exhibits, and attachments to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

15.2 The Oneida County Standard Addendum, is deemed incorporated in this Agreement, and is attached hereto as **EXHIBIT A**.

### 16. NON WAIVER

16.1 No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

### 17. INTERPRETATION

17.1 A provision of this Agreement which requires a Party to perform an act shall, if required, be construed so as to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall, if required be construed as to prohibit the Party from permitting others within its control to perform the act.



- 17.2 Each Party shall be deemed to be required to perform each of its obligations under this Agreement at its own expense, except to the extent, if any, that this Agreement specifies otherwise.
- 17.3 Words of masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall indicate otherwise, words importing persons shall include firms, associations and corporations, including public bodies as well as natural persons.
- 17.4 The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar term, as used in this Agreement, refer to this Agreement.

18. SECTIONAL HEADINGS

- 18.1 The sectional headings as to the contents of particular sections herein are inserted only for convenience, and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which they refer.

19. AUTHORITY TO ACT/SIGN

- 19.1 The Town hereby represents, warrants, personally guarantees and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Town of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the Town. No other action on the part of the Town or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the Town to enter into this Agreement, or to consummate the transactions contemplated herein.

20. ADVICE OF COUNSEL

- 20.1 Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

**IN WITNESS WHEREOF**, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

COUNTY OF ONEIDA

TOWN OF \_\_\_\_\_

\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

Town Supervisor

Date: \_\_\_\_\_

COUNTY OF ONEIDA

\_\_\_\_\_  
Dennis S. Davis, Commissioner  
Oneida County DPW

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

Highway Superintendent

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Merima Smajic Esq.,  
Assistant County Attorney

Date: \_\_\_\_\_

## 2017 County Road Ditching

| MUNICIPALITY | Dept Tracking # | Contract Tracking # | CONTRACT  | Hours      | RATE | AGREEMENT         |
|--------------|-----------------|---------------------|-----------|------------|------|-------------------|
| Annsville    |                 |                     | No        |            |      | 0.00              |
| Augusta      |                 |                     | Yes       | 40         | 330  | 13,200.00         |
| Ava          |                 |                     | Yes       | 40         | 330  | 13,200.00         |
| Boonville    |                 |                     | No        |            |      | 0.00              |
| Bridgewater  |                 |                     | Yes       | 40         | 300  | 12,000.00         |
| Camden       |                 |                     | Yes       | 40         | 330  | 13,200.00         |
| Deerfield    |                 |                     | No        |            |      | 0.00              |
| Florence     |                 |                     | No        |            |      | 0.00              |
| Floyd        |                 |                     | Yes       | 40         | 330  | 13,200.00         |
| Forestport   |                 |                     | No        |            |      | 0.00              |
| Kirkland     |                 |                     | Yes       | 40         | 330  | 13,200.00         |
| Lee          |                 |                     | Yes       | 40         | 330  | 13,200.00         |
| Marcy        |                 |                     | Yes       | 40         | 330  | 13,200.00         |
| Marshall     |                 |                     | Yes       | 40         | 330  | 13,200.00         |
| New Harftord |                 |                     | Yes       | 40         | 330  | 13,200.00         |
| Paris        |                 |                     | Yes       | 40         | 300  | 12,000.00         |
| Remsen       |                 |                     | No        |            |      | 0.00              |
| Rome         |                 |                     | Yes       | 40         | 330  | 13,200.00         |
| Sangerfield  |                 |                     | Yes       | 40         | 330  | 13,200.00         |
| Steuben      |                 |                     | Yes       | 40         | 330  | 13,200.00         |
| Trenton      |                 |                     | No        |            |      | 0.00              |
| Vernon       |                 |                     | No        |            |      | 0.00              |
| Verona       |                 |                     | Yes       | 40         | 330  | 12,600.00         |
| Vienna       |                 |                     | Yes       | 40         | 330  | 13,200.00         |
| Western      |                 |                     | No        |            |      | 0.00              |
| Westmoreland |                 |                     | Yes       | 40         | 330  | 0.00              |
| Whitestown   |                 |                     | No        | 40         |      | 0.00              |
|              |                 |                     |           |            |      |                   |
| <b>Total</b> |                 |                     | <b>17</b> | <b>720</b> |      | <b>208,200.00</b> |

**EXHIBIT B**  
**Standard Contract Clauses Addendum**

THIS ADDENDUM, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee, provider or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

**1. Executory or Non-Appropriation Clause.**

- a. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

- a. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the tension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
    - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
      1. Abide by the terms of the statement; and
      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
    - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
    - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the rehabilitation Act of 1973, as amended; or



2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of



such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
    1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
    2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
    3. There is a material change in the business practices and procedures of the County.
  - e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.
5. **Non-Assignment Clause.** In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.
  6. **Worker's Compensation Benefits.** In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
  7. **Non-Discrimination Requirements.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee

hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.
9. **Non-Collusive Bidding Certification.** In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.
10. **Records.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall

take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

**11. Identifying Information and Privacy Notification.**

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

**13. Governing Law.** This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**14. Prohibition on Purchase of Tropical Hardwoods.**

- a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.
- b. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

**15. Compliance with New York State Information Security Breach and Notification Act.** The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

**16. Gratuities and Kickbacks.**

- a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

**17. Audit.**

- a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall

comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

- b. If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

**18. Certification of compliance with the Iran Divestment Act.**

- a. Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).
- b. Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.
- c. During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including,

but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

- d. The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

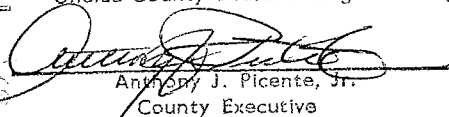
## Oneida County Department of Public Works

6000 Airport Road w Oriskany, New York 13424  
Phone: (315) 793-6213 w Fax: (315) 768-6299

March 6, 2017

FN 20 17-156 Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

PUBLIC WORKS

  
Anthony J. Picente, Jr.  
County Executive

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

WAYS & MEANS Date 3/10/17

Dear County Executive Picente,

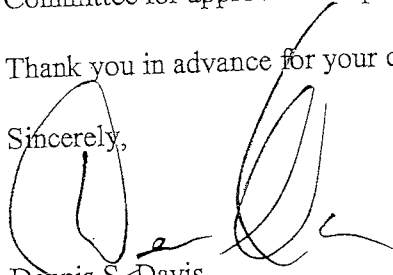
Attached is a Mowing Agreement that is intended to serve as the Master Template for the 2017 agreements Oneida County intends to establish with various towns and the City of Rome to mow County roads within their municipality. Also included is a chart outlining the breakdown of mileage, payments/and or trade for payment for those municipalities that are interested in entering into the agreements with Oneida County.

Under the proposed Mowing Agreement, the municipalities will receive \$375.00 per mile in 2017.

If you concur with this request, please forward to the Public Works and Ways and Means Committee for approval with presentation to the full Board at their earliest convenience.

Thank you in advance for your consideration.

Sincerely,

  
Dennis S. Davis  
Commissioner

DSD/  
Enclosure(s)

Oneida Co. Department: Public Works

|                    |              |
|--------------------|--------------|
| Competing Proposal | _____        |
| Only Respondent    | _____        |
| Sole Source RFP    | _____        |
| Other              | <u>  X  </u> |

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Various Municipalities in Oneida County

**Title of Activity or Service:** Mowing Agreement with participating municipalities for the County Right-Of-Way

**Proposed Dates of Operation:** May 15, 2017 – November 3, 2017

**Client Population/Number to be Served:** Oneida County residents and those who travel on Oneida County roads.

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Town to perform mowing on Oneida County roads, right-of-ways and driveways within their municipality per Agreements
  
- 2) **Program/Service Objectives and Outcomes:** N/A
  
- 3) **Program Design and Staffing:** Town employees

**Total Funding Requested:** \$13,605.00 (maximum rate- see attached 2017 Roadside Mowing Costs Spreadsheet for breakdown per municipality)      **Account #** D5110.495

**Oneida County Dept. Funding Recommendation:** \$\$13,605.00 (maximum rate- see attached 2017 Roadside Mowing Costs Spreadsheet for breakdown per municipality)

**Proposed Funding Sources (Federal \$/ State \$/County \$):** County

**Cost Per Client Served:**



**O.C. Department Staff Comments:** This program is an effort to utilize existing resources to accomplish a common goal. Rate of \$375.00 is to be paid per County mile located within the municipality.

## ROADSIDE MOWING AGREEMENT

THIS AGREEMENT, by and between the County of Oneida, a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at 800 Park Avenue, Utica, New York 13501, hereinafter referred to as the "County," and \_\_\_\_\_, a municipal corporation organized and existing pursuant to the laws of the State of New York, with principal offices located at \_\_\_\_\_ hereinafter referred to as the "Town," collectively the "Parties."

WHEREAS, the County proposes the Town perform roadside mowing on the improved County road system located within the geographical boundaries of the Town for an agreed-upon price and pursuant to agreed-upon terms and conditions; and

WHEREAS, the Town Board of the Town has adopted a resolution authorizing the Town to enter into this Agreement and thereby accepting the proposal of the County; and

WHEREAS, the Oneida County Board of Legislators has adopted a resolution approving this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, County and Town agree as follows:

### 1. TERM

1.1 The term of this Agreement shall be from May 15, 2017, to November 3, 2017.

1.2 Nothing herein shall be construed to indicate that the County is bound to renew this Agreement with Town on an annual basis, and the County reserves the right to seek the same or similar services from third Parties.

### 2. SCOPE OF WORK

2.1 The Town shall cut down, mow or otherwise remove grass, weeds, shrubs, with a machine, hereinafter referred to as the "Work," from the right of way portions of roads located within the geographical boundaries of the Town or designated areas as directed by the County. A list of designated areas is set forth in the Survey and Legal Indices for Official County Highways, for the Town, attached hereto and made a part hereof as **EXHIBIT A**.

2.2 The Town shall furnish at its own cost and expense all labor, machinery, equipment, materials and fuel necessary to timely and fully provide the Work expeditiously and in conformance with generally accepted standards for quality, and skill of similar projects.

2.3 The Town shall keep the right of way portions of the roads mowed in accordance with the guidelines set forth follows:

2.3.1 The first pass shall be one pass to the ditch and around all intersections and driveways;

2.3.2 The second pass shall include all of the County right of way as practical; and

2.3.3 The third pass shall be at the option of the County and will involve one pass to the ditch and around all intersections and driveways. The need for a third pass shall be determined by the County's Deputy Commissioner of Public Works or designee(s).

### 3. PERFORMANCE OF WORK

3.1 The Town shall secure and maintain safe Work sites, equipment and conditions in accordance with all requirements of State and Federal law.

3.2 The Town shall secure all permits required to perform its duties under this Agreement and shall comply with all applicable Federal, State, County and Municipal laws, rules, ordinances and regulations.

3.3 The Town is familiar and is satisfied as to all applicable, relevant, and appropriate federal, state and local laws and regulations that may affect cost, progress and performance of the Work.

3.4 The Town shall at its own cost and expense to furnish all the materials, equipment, machinery, tools, superintendence, labor, insurance and other accessories necessary to perform said Work in accordance with the conditions and prices herein and shall be responsible for providing its employees, agents and servants with all equipment necessary to comply with all applicable Federal and State safety standards.

3.5 The Town shall take all necessary precautions for the safety of employees on the Work site and shall comply with all applicable provisions of Federal, State and Local regulations, ordinances and codes. The Town shall erect and properly maintain at all time, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public and shall post danger signs warning against known or unusual hazards.

3.6 The Town represents that the Town is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Work. Town shall use Town's best efforts to perform the Work such that the results are satisfactory to the County.

3.7 The Town may, at Town's own expense, employ or engage the services of such employees, subcontractors and/or partners as Town deems necessary to perform the Work. The employees, subcontractors and/or partners are not and shall not be employees of the County, and the County shall have no obligation to provide employees, subcontractors and/or partners with any salary or benefits.

3.8 The Town shall be solely responsible and shall remain liable for the performance of the Work by the employees, subcontractors and/or partners in a manner satisfactory to the County, in compliance with any and all applicable Federal, State or Local Laws and Regulations.

3.9 The Town acknowledges and agrees that Town and its employees, subcontractors and/or partners have no authority to enter into contracts that bind the County or create obligations on the part of the County without the prior written authorization of the County.

4. PAYMENT

4.1 The Parties hereby agree that the Roads consist of \_\_\_\_\_ miles of the improved County road located within the geographical boundaries of Town, as described in **EXHIBIT A**.

4.2 The County shall pay the Town the sum of \$375.00 per mile, for a total cost not to exceed \$ \_\_\_\_\_

4.3 The County shall provide payment to the Town on a Work completed basis. The Town shall submit a detailed invoice to the County that provides the dates, locations, equipment, and labor used by the Town to complete the Work in order to receive payment.

4.4 The County shall have no liabilities to the Town other than the amount specified above.

4.5 The County shall not be liable for any late fees for any interest in late payments.

4.6 In the case of changes affecting the scope of Work resulting from new findings, unanticipated conditions or other conflicts or discrepancies, the Town shall promptly notify the County of the identified changes and advise the County of the recommended solution. Work shall not be performed on such changes without prior written authorization of the County. Payments for additional Work performed shall be agreed upon in writing prior to commencement of such additional Work.

4.7 The County reserves the right to withhold payment under this Agreement due to Town's failure to properly perform its obligations under this Agreement. The County may withhold payment for including but not limited to:

4.7.1 defective Work;

4.7.2 third party claims;

4.7.3 failure of the Town to pay its subcontractors, if any;

4.7.4 damage to the County; or

4.7.5 failure to carry out the Work in accordance with this Agreement.

4.8 The County may correct any conditions which do not meet requirements of this Agreement and deduct the cost from the amounts due under this Agreement.

4.9 It is understood and agreed that the County shall not be responsible for any costs incurred by the Town prior to the effective date or following the termination date of this Agreement.

4.10 The obligations of the Parties hereunder are conditioned upon the continued availability of County funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate County officials fail to approve sufficient funds for completion of the Work set forth in this

Agreement, the County shall have the option to immediately terminate this Agreement upon providing written notice to the Town by certified mail. In such an event, the County shall be under no further obligation to the Town other than payment for costs actually incurred prior to termination and in no event will the County be responsible for any actual or consequential damages as a result of termination.

5. NON ASSIGNMENT

5.1 The Town agrees not to assign, transfer, convey, sublet or otherwise dispose of the Agreement or of its right, title or interest therein, or its power to execute this Agreement, to any other person, corporation or entity without the previous consent, in writing, by the County.

6. SUBCONTRACTS

6.1 A subcontractor is a person who has an agreement with the Town to perform any of the Work described herein.

6.2 The Town agrees to furnish to the County, prior to the execution of this Agreement, a list of names of subcontractor to whom the Town proposes to award any portion of the Work. The County shall be provided a copy of any and all agreement(s) between the Town and any subcontractor regarding the award of any portion of the Work within ten (10) days of their final execution.

6.3 Agreements between the Town and the subcontractor shall be in accordance with the terms of this Agreement and shall include the conditions of this Agreement including all Exhibits.

7. INDEMNIFICATION

7.1 The obligations of the Town under this section shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

7.2 To the fullest extent permitted by law, the Town agrees that it shall defend, indemnify and hold harmless the County and its respective officers, directors, members, agents, employees, and other representatives, from and against all liability, damages, expenses, costs, causes of actions, suits, losses, claims or judgments arising from property damage, personal injuries or death to persons arising from or out of the Work of the Town and its agents, servants or employees, and from any loss or damage arising from the acts or failure to act or any default or negligence by the Town or failure on the part of the Town to comply with any of the covenants, terms or conditions of this Agreement. The Town shall not be required to defend and indemnify the County against claims alleging negligent acts of commission or omission attributable solely to the County, including claims alleging negligent design or signing of the roads. The Town further shall save the County harmless from all claims for labor or materials used in the Town's performance under this Agreement.

8. INSURANCE REQUIREMENTS

8.1 As part of its obligation to indemnify, defend and hold harmless the County, its officers, agents, employees, as set forth above, the Town agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage as described below.

8.2 The Town shall purchase and maintain insurance of the following types of coverage and limits of liability with an insurance carrier qualified and admitted to do business in the State of New York. The insurance carrier shall have at least an A- (excellent) rating by A.M. Best.

8.3 The Town shall not commence Work until such insurance has been approved by the County. The certificates shall be on forms approved by the County. Acceptance of the certificates shall not relieve the Town of any of the insurance requirements, nor decrease the liability of the Town. County reserves the right to require the Town to provide insurance policies for review by the County. The Town grants County a limited power of attorney to communicate with the Town's insurance provider and/or agent for the express purpose of confirming the coverages required hereunder.

8.4 Certificates of Insurance: Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Town's Commercial General Liability Policy, Auto Liability Policy, and Excess/Umbrella Policy. These Certificates and the Insurance Policies required below shall contain a provision that coverage afforded under the Policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the County.

8.5 Commercial General Liability Insurance (CGL): The Town agrees that it shall at its own expense, at all times during the term of this Agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property or persons. The liability and property damage coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The Town agrees to have the County added to said insurance policy and /or policies as a named additional insured, on a primary, non-contributory basis. Coverage for the additional insured shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to, the additional insured.

8.5.1 Coverage for the additional insured shall include completed operations.

- 8.5.2 The CGL coverage shall include a General Aggregate Limit and such General Aggregate Limit shall apply separately to each project.
- 8.5.3 CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products- completed operations, XCU (explosion, collapse and underground coverage) and personal and advertising injury.
- 8.5.4 There shall be no exclusions to contractual liability for Employee Injuries (i.e. Labor Law Exclusions).
- 8.5.5 The Town shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of the Work.
- 8.6 Auto Liability: The Town agrees that it shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Business Auto Liability Insurance in an amount equal to or greater than One Million Dollars (\$1,000,000.00) for the term of this Contract. Business Auto Coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. The Town agrees to have the County added to said insurance policies as a named additional insured, on a primary, non-contributory basis.
- 8.7 Excess/Umbrella Liability Insurance: The Town agrees that it shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance Umbrella/Excess Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The Town agrees to have the County added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributing before any other insurance or self- insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability, and Employers Liability maintained by the County.
- 8.8 Workers Compensation and Employers Liability Insurance: The Town agrees that it shall, at its own expense, at all times during the term of this Agreement, purchase and maintain in force a policy of insurance, written by one or more insurance carriers licensed to do business in the State of New York, and having offices within the State of New York, which will insure against all claims under New York State Worker's Compensation Law at statutory New York limits.
- 8.9 Prior to the commencement of any Work by a subcontractor, if any, the Town shall require such subcontractor to procure policies of insurance as required by this section and maintain the same in force during the term of any Work performed by that subcontractor.

8.10 Payment to the Town may be suspended in the event the Town and his subcontractor, if any, fails to provide the required insurance documentation in a timely manner.

8.11 Waiver of Subrogation: Town waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Business Auto Liability or Workers Compensation and Employers Liability Insurance maintained per requirements stated above. A waiver of subrogation endorsement evidencing such coverage shall be provided to the County within three (3) days of request.

## 9. INDEPENDENT CONTRACTOR STATUS

9.1 It is expressly agreed that the relationship of the Town and its employees, subcontractors and/or partners to the County shall be that of an Independent Contractor. The Town and its employees, subcontractors and/or partners, in accordance with their status as an Independent Contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the County by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

9.2 The Town and its employees, subcontractors and/or partners shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

9.3 The Town acknowledges and agrees that neither Town, nor its employees, subcontractors and/or partners, shall be eligible for any County employee benefits, including retirement membership credits.

9.4 Town shall be solely responsible for compliance with all applicable labor and employment requirements with respect to its employees, subcontractors and/or partners, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for Work rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). The Town shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

9.5 The Town shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

9.6 If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Town's Independent Contractor status, it is agreed that both the County and the Town shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.



9.7 The Town agrees to comply with Federal and State Laws as supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

#### 10. TERMINATION

10.1 The County shall give written notice to the Town of any breach of the terms and conditions of this Agreement. The Town shall have seventy-two (72) hours to cure any breach and provide documentation to the County as to the cure. In the event that the Town has failed to cure the breach after seventy-two (72) hours, the County may immediately terminate this Agreement.

10.2 In addition, the County may also terminate this Agreement upon ten (10) days written notice if the Town makes any arrangement or assignment for the benefit of creditors.

10.3 The County or Town shall have the right, in its sole discretion, at any time to terminate this Agreement, or, with or without cause, by giving thirty (30) days written notice of termination to the Town. This provision should not be understood as waiving the County's right to terminate the Agreement for cause or immediately stop Work for unsatisfactory Work, but is supplementary to that provision.

10.4 Any termination by the County under this section shall in no event constitute or be deemed a breach of the Agreement and no liability shall be incurred by or arise against the County, its agents and employees therefore for lost profits or any other damages.

#### 11. CHOICE OF LAW AND FORUM

11.1 If either Party elects to commence litigation against the other in connection with any matter relating to or arising out of this Agreement, it shall do so in a New York State Court of competent jurisdiction sitting in Oneida County, New York or in the United States District Court for the Northern District of New York.

11.2 This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

#### 12. SUCCESSORS AND ASSIGNS

12.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

#### 13. SEVERABILITY

13.1 If any provision of this Agreement or any part thereof is or becomes void or unenforceable by force or operation of law, the Parties agree that the Agreement shall be reformed to replace the stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to

expressing the intention of the stricken provision. Further, the Parties agree that all other provisions shall remain valid and enforceable.

#### 14. ENTIRE AGREEMENT

14.1 This Agreement contains the binding Agreement between the Parties and supersedes all other agreements and representations, written or oral, on the subject matter of this Agreement.

14.2 Oral statements and understandings are not valid or binding, and neither this Agreement nor any other shall be changed or modified except by a writing signed by all Parties.

#### 15. INCORPORATION BY REFERENCE

15.1 All exhibits, and attachments to which reference is made, are deemed incorporated in this Agreement, whether or not actually attached.

15.2 The Oneida County Standard Addendum, is deemed incorporated in this Agreement, and is attached hereto as **EXHIBIT B**.

#### 16. NON WAIVER

16.1 No provision of this Agreement shall be deemed to have been waived by either Party, unless such waiver shall be set forth in a written instrument executed by such Party. Any waiver by any of the Parties to any of the provisions of this Agreement shall not imply preceding or subsequent waiver of that or any other provision, unless explicitly stated otherwise.

#### 17. INTERPRETATION

17.1 A provision of this Agreement which requires a Party to perform an act shall, if required, be construed so as to require the Party to cause the act to be performed. A provision of this Agreement which prohibits a Party from performing an act shall, if required be construed as to prohibit the Party from permitting others within its control to perform the act.

17.2 Each Party shall be deemed to be required to perform each of its obligations under this Agreement at its own expense, except to the extent, if any, that this Agreement specifies otherwise.

17.3 Words of masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall indicate otherwise, words importing persons shall include firms, associations and corporations, including public bodies as well as natural persons.

17.4 The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar term, as used in this Agreement, refer to this Agreement.

18. SECTIONAL HEADINGS

18.1 The sectional headings as to the contents of particular sections herein are inserted only for convenience, and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which they refer.

19. AUTHORITY TO ACT/SIGN

19.1 The Town hereby represents, warrants, personally guarantees and certifies that it has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder; the execution and delivery by the Town of this Agreement and the consummation of the transactions contemplated herein have been duly authorized by the members of the Town. No other action on the part of the Town or any other person or entity, whether pursuant to its Articles of Incorporation, Articles of Operation, Operating Agreement or Bylaws, as the case may be, or by law or otherwise, are necessary to authorize the Town to enter into this Agreement, or to consummate the transactions contemplated herein.

20. ADVICE OF COUNSEL

20.1 Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

COUNTY OF ONEIDA

TOWN OF \_\_\_\_\_

By:

\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

By:

\_\_\_\_\_  
Print Name:  
Town Supervisor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

COUNTY OF ONEIDA

By:

\_\_\_\_\_  
Print Name:  
Highway Supt.

By:

\_\_\_\_\_  
Dennis S. Davis, Commissioner  
Oneida County DPW

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED

By:

\_\_\_\_\_  
Merima Smajic, Esq.  
Assistant County Attorney

Date: \_\_\_\_\_

SURVEY AND LEGAL INDICES FOR OFFICIAL COUNTY HIGHWAYS  
TOWN OF ~~FRANKLIN~~

| Official Highway Name               | County Road Number | Termini                                      | By        | Reference                      | Legal Width   | Adopted Into System      | Reference For Legal Location | Additional ROW By Year       |
|-------------------------------------|--------------------|----------------------------------------------|-----------|--------------------------------|---------------|--------------------------|------------------------------|------------------------------|
| Babcock Hill Road<br>Total 2.18 mi. | 1                  | St. Rt. 8 easterly to Herkimer C.L.          | 9-30-1811 | Pg. 41                         | 4 rods stated | Nov. 13, 1929            | I-2                          |                              |
| Donley Road<br>Total 3.04 mi.       | 5A                 | U.S. Rt. 20 easterly to Mapledale Rd. C.R. 4 | 9-30-1811 | Pg. 54                         | 4 rods stated | Feb. 12, 1936            | I-1                          | 1958, 59<br>1961, 62<br>1963 |
| East Street<br>Total 3.36 mi.       | 2                  | Osago C.L. northerly to State St. C.R. 2A    | 9-30-1811 | Pg. 43                         | 4 rods stated | Nov. 13, 1929            | J-1                          | 1942, 49                     |
| Mapledale Road                      | 4                  | St. Rt. 8 northerly to Osago C.L. C.R. 5A    | No record | 1852 map of Ch. Co. 1874 Atlas | 3 rods#       | Nov. 13, 1929            | I-1                          |                              |
|                                     | 4                  | Donley Rd. northerly to Cemetery Rd.         | 9-30-1811 | Pg. 47                         | 4 rods stated | Nov. 13, 1929            |                              |                              |
|                                     | 4                  | Cemetery northeasterly to St. Rt. 8          | 9-30-1811 | Pg. 75                         | 4 rods stated | Nov. 13, 1929            | J-2                          | 1965                         |
| Total 2.56 miles                    | 2                  | St. St. northerly to Paris Y.L.              | 9-30-1811 | Pg. 43                         | 4 rods stated | Segments Nov. 13, 1929 & | J-2                          | 1963                         |
| Slater Road<br>Total 2.25 mi.       | 2A                 | St. St. southeasterly to Herkimer C.L.       | 9-30-1811 | Pg. 66                         | 4 rods stated | Feb. 12, 1936            | J-2                          |                              |

13.39

EXHIBIT A



**EXHIBIT B**  
**Standard Contract Clauses Addendum**

THIS ADDENDUM, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee, provider or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

**1. Executory or Non-Appropriation Clause.**

- a. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

- a. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the tension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.



c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The Contractor's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance program; and
    4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
    1. Abide by the terms of the statement; and
    2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
  - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement, or other appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (0), (0), (d), (0), (f).
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
3. Place of Performance (street, address, city, county, state, zip code).
- d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
  1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
  2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.
4. **Health Insurance Portability and Accountability Act (HIPAA).** When applicable to the services provided pursuant to the Contract:
  - a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPPA," as well as all regulations promulgated by the Federal Government in furtherance hereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
    1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
  3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.
- b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
  2. The Contractor may provide data aggregation services relating to the health care operations of the County.
- c. The Contractor shall:
1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
  2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
  3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
  4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
  5. Make available protected health information in accordance with 45 CFR § 164.524;
  6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
  7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of

such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
3. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

5. **Non-Assignment Clause.** In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. **Worker's Compensation Benefits.** In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. **Non-Discrimination Requirements.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee

hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.
9. **Non-Collusive Bidding Certification.** In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.
10. **Records.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall

take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

**11. Identifying Information and Privacy Notification.**

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

**12. Conflicting Terms.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

**13. Governing Law.** This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**14. Prohibition on Purchase of Tropical Hardwoods.**

- a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.
- b. In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. **Compliance with New York State Information Security Breach and Notification Act.** The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. **Gratuities and Kickbacks.**

- a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. **Audit.**

- a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall

comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

- b. If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

**18. Certification of compliance with the Iran Divestment Act.**

- a. Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).
- b. Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.
- c. During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including,



but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

- d. The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

## Oneida County Department of Public Works

5999 Judd Road Oriskany, New York 13424  
Phone: (315) 793-6213 w Fax: (315) 768-6299

March 8, 2017

Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

FN 20 17-157

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Oneida County is developing lease agreements for tower space and real estate at the County owned Skyline Drive tower site.

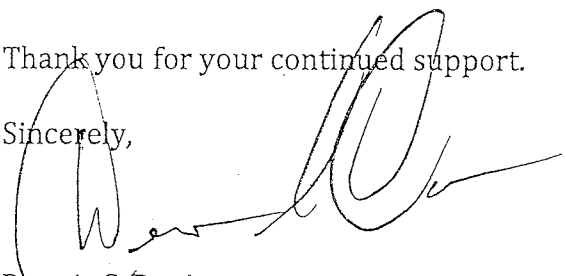
Oneida County has successfully negotiated the enclosed agreement with Galaxy Communications LLC for space on a County owned communications tower with an initial rental rate of \$5,580.00 per year. The term begins February 1, 2016 and ends January 31, 2021. The annual rent is increase by three percent (3%) of the rent charged for the previous year.

In addition, Galaxy Communications LLC would make a lump sum payment in the amount of \$28,272.00 relating to previous occupancy and use of the leased premises prior to the effective date.

If you concur, please forward the enclosed Tower Lease Agreement to the Oneida County Board of Legislators for consideration.

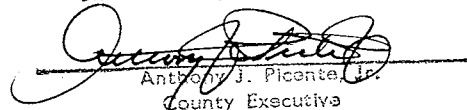
Thank you for your continued support.

Sincerely,

  
Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

  
Anthony J. Picente, Jr.  
County Executive

Date 3/16/17

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other  X

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Galaxy Communications LLC  
235 Walton Street  
Syracuse, New York, 13202

**Title of Activity or Service:** Tower Lease Agreement

**Proposed Dates of Operation:** February 1, 2016 – Jan 31, 2021

**Client Population/Number to be Served:** N/A

**Summary Statements**

**1) Narrative Description of Proposed Services:**

Oneida County has successfully negotiated the enclosed agreement with Galaxy Communications LLC for space on a County owned communications tower with an initial rental rate of \$5,580.00 per year. The term begins February 1, 2016 and ends January 31, 2021. The annual rent is increase by three percent (3%) of the rent charged for the previous year.

In addition, Galaxy Communications LLC would make a lump sum payment in the amount of \$28,272.00 relating to previous occupancy and use of the leased premises prior to the effective date.

**2) Program/Service Objectives and Outcomes:** N/A

**3) Program Design and Staffing:** N/A

**Total Funding Requested:** \$57,897.00 (revenue)    **Account #:** A2411

**Oneida County Dept. Funding Recommendation:** \$57,897.00 (revenue)

**Proposed Funding Sources (Federal \$/ State \$/County \$):** N/A

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None

**TOWER LEASE AGREEMENT  
GALAXY COMMUNICATIONS LLC**

**THIS TOWER LEASE AGREEMENT** (the "Lease") is made and entered into as of February 1, 2016, (the "Effective Date"), by and between GALAXY COMMUNICATIONS LLC, a Delaware limited liability company ("Tenant"), and ONEIDA COUNTY, a municipal corporation established under the laws of the State of New York ("Landlord").

**WITNESSETH:**

**WHEREAS**, Landlord is the owner of a parcel of real property located on Skyline Drive, Kirkland, New York, as more particularly described in Exhibit A attached hereto and incorporated herein by reference, on which communications towers and several related transmitter buildings are located. The towers, real property and all Landlord's other facilities, buildings, equipment and apparatuses thereon are collectively referred to herein as "Kirkland Hill"; and

**WHEREAS**, Tenant operates Radio Station WUMX (FM), operating at 102.5 MHz, licensed to Utica, New York (the "Station"); and

**WHEREAS**, Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, certain space on two of the towers located on Kirkland Hill (the "Towers") and certain space in one of the transmitter buildings (the "Transmitter Building"), all as more particularly described herein and as delineated in Exhibits A-1 and B attached hereto and incorporated herein by reference, for the antennas, cables, wires, transmitting equipment and other equipment ("Tenant's Equipment") used or useful in connection with Tenant's operation of the Station.

**NOW, THEREFORE**, in consideration of the rents, terms, promises, covenants and agreements herein contained, and in consideration of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto intending to be legally bound, do hereby mutually agree:

1) **Leased Premises:** Access.

- a) Landlord hereby grants an exclusive lease as to that space on the Towers and in the Transmitter Building on or in which the Station's transmission line, antenna(e), transmitter and other equipment are attached, installed, placed or positioned which meets the following description:
  - i) Space on the Towers for Tenant's transmission lines, antenna(e) and auxiliary antenna(e) as shown in Exhibit A-1;
  - ii) Space in the Transmitter Building in the locations described in Exhibit B.
- b) The space on and in the Towers and the Transmitter Building described in Section 1(a) above are collectively referred to as the "Leased Premises."

- c) Landlord grants a non-exclusive easement for pedestrian and vehicular ingress and egress over and across Kirkland Hill, as such easement is described in Exhibit A, so that Tenant shall have unobstructed access to the Towers and Transmitter Building.
  - d) Subject to Section 1(a) and Section 5, Landlord retains the right to lease to other tenants all space on the Towers and in the Transmitter Building that does not comprise the Leased Premises.
- 2) **Use:** The Leased Premises will be used by Tenant for the sole purposes of permitting Tenant to operate its transmitting and receiving facilities necessary for radio broadcast communications used in connection with Tenant's operation of the Station. Such use may include, without limitation, installing, removing, replacing and maintaining Tenant's Equipment and related antenna equipment and fixtures.
- 3) **Term: Rent.**
- a) The term of this Lease shall commence on February 1, 2016 and shall end on January 31, 2021.
  - b) Rent for the Leased Premises shall be set at the rate of Four Hundred Sixty-Five Dollars (\$465.00) per month (\$5,580.00 per year) for the first year. Each subsequent year thereafter, the annual rent shall be determined by adding three percent (3%) to the Rent charged for the last month of the previous year, and shall increase by three percent (3%) every year thereafter. (See Schedule A)
  - c) Rent shall be paid monthly in advance by the first day of each month. Rent shall be paid by check and mailed to Commissioner of Public Works, 6000 Airport Road, Oriskany, New York 13424. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent stipulated in this Lease shall be treated as anything other than a payment on account of the earliest rent due, nor shall any endorsement or statement on any check or on any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to its rights to recover the balance of the rent or to any other remedy provided by this Lease.
  - d) In addition, commencing upon the Effective Date and continuing on the first (1<sup>st</sup>) of each of the following three (3) calendar months, Tenant shall pay Landlord the sum equal to seven thousand and sixty-eight dollars (\$7,068.00) per month. The four (4) monthly payments shall total the aggregate sum of twenty-eight thousand, two hundred and seventy-two dollars (\$28,272.00), in full satisfaction of any and all claims and liabilities relating to Tenant's occupancy and use of the Leased Premises prior to the Effective Date.
- 4) **Operations:**
- a) Maintenance. During the Term of this Lease, Landlord shall keep the Towers in good condition and repair. Landlord shall keep the Transmitter Building in good condition and

repair. Tenant shall be responsible for all of Tenant's Equipment and all of Tenant's Equipment and replacements thereof by Tenant shall remain the property of the Tenant.

- b) Lighting. Landlord shall monitor, in a manner consistent with FCC Rule 17.47 (a) and (b) (47 C.F.R. §17.47(a)-(b)), all lighting on the Towers required by the Federal Communications Commission ("FCC") or Federal Aviation Administration ("FAA"). Should extinguishment or improper functioning of structure lighting occur on the Towers, Landlord shall, at its own expense, take all action necessary to repair or correct such extinguishment or improper functioning and to report such extinguishment or improper functioning in a timely manner to the nearest Flight Service Station or office of the FAA in compliance with FCC Rule 17.48 (47 C.F.R. § 17.48). Nothing in this Section 4 shall be construed to relieve or exempt any party from its responsibilities under Part 17 of Title 47 of the Code of Federal Regulations.
- c) Utilities. Except as otherwise set forth herein, Landlord will provide all electric, power, water, telephone service and other utility service necessary to operate Tenant's Equipment, and Tenant shall be responsible for its pro rata share of all charges associated with the use of any such services by Tenant. In addition, Tenant may, at Tenant's election and with the written consent of Landlord, cause such other utilities to be provided to the Leased Premises as Tenant deems necessary or desirable for the operation of Tenant's Equipment on the Leased Premises. Notwithstanding anything contained herein to the contrary, Tenant's consumption of electricity for Tenant's Equipment may, at Tenant's option, be metered by a separate electricity meter provided by the electric service utility company and any cost incurred related thereto shall be the exclusive responsibility of the Tenant, including, but not limited to, electric service installation, electric service maintenance, meter installation, meter maintenance, and any and all regularly occurring utility charges.
- d) Taxes. All broadcasting equipment or other property attached to or otherwise brought onto the Leased Premises by Tenant shall at all times be deemed to be personal property of Tenant and Tenant shall timely pay all taxes and any other fees which may be assessed with respect to such broadcasting equipment or property, and with respect to its possession, operation or use by Tenant. Tenant shall not be responsible for the real property taxes of Landlord.
- e) Governmental Permits. Tenant shall at all times, at its own expense, secure and maintain any and all licenses, consents and permits which may now or hereafter be required by all persons or governmental agencies, federal, state, or municipal, for or in connection with the operation of Tenant's Equipment on the Leased Premises.
- f) Tenant acknowledges that the transmission equipment location (the "Tower") provided to them by Landlord for their use in this Lease is also utilized by other entities that also transmit signals from this tower and adjacent towers. From time to time, the Landlord and/or these other entities may have need to repair, maintain or upgrade their transmission equipment on the Tower. Such activities by the Landlord or other entities may require Tenant to temporarily interrupt or reduce its transmission signal strength so

that the repair, maintenance or upgrade can be completed safely. In the event such a need for reduction or interruption becomes necessary, Landlord certifies the following:

- i) Landlord will provide Tenant with a minimum of two (2) weeks notice, in writing, of the need for any interruption or reduction;
  - ii) Tenant agrees to comply on a timely basis with any request of Landlord to reduce or interrupt its transmission signal strength, and any failure of Tenant to comply with such a request, properly noticed, shall be considered a material breach of this Agreement;
  - iii) Landlord will take all steps in its power to ensure that the interruption or reduction is scheduled at such a time as can be agreed upon between Tenant and Landlord; and
  - iv) Landlord will ensure that the necessary repairs, maintenance or upgrades are (A) conducted in a manner so as to minimize, to the extent reasonably practicable, the disruption to Tenant's transmission, and (B) completed as quickly as is reasonably possible.
- g) Tenant hereby acknowledges that it will receive no compensation for any realized or potential loss of revenue as a result of any reduction or interruption of its transmission signal strength resulting from Landlord's exercise of its rights under the foregoing clause (f).

**5) No Interference:**

- a) Landlord agrees that it will not enter into any lease of Kirkland Hill in a manner that will cause harm or interference to or will be disruptive in any manner to the operations of Tenant or the Station. Should other tenants' or Landlord's use of its property result in proven interference (radio frequency interference or otherwise) to Tenant's operations, Landlord shall terminate such use within a reasonable timeframe (not to exceed ten (10) days), and take all reasonable actions within its control to prevent such interference from recurring.
- b) Before permitting any subsequent user to install any equipment on the Leased Premises, Landlord agrees that it shall require any such potential user to submit at its expense an electro-magnetic frequency study in conformance with the rules and regulations of the FCC which shows that such user's planned use of a frequency or equipment will not create predictable objectionable interference with the broadcasting activities of Tenant. If the operations of a subsequent user result in proven interference to Tenant, then Landlord shall not permit the subsequent user to operate from the Leased Premises until such interference has been eliminated. The term "interference," as used in this paragraph, as well as the clause dealing with "radio frequency interference" in paragraph (5)(a), above, shall mean a condition which constitutes interference within the meaning of the provisions of the Standards of Good Engineering Practice and rules and regulations of the FCC then in effect.

6) **Indemnification:** Limitation of Liability: Insurance.

- a) Tenant shall indemnify and hold harmless Landlord from and against any and all liabilities, losses, claims and damages for injuries to persons or damage to property arising out of, resulting from or in any manner caused by the presence, use or maintenance of Tenant's Equipment on the Leased Premises, or by the acts or omissions of Tenant and its employees and agents on and about Kirkland Hill, except to the extent attributable to the negligence or willful misconduct of Landlord or its employees or agents.
- b) Landlord shall indemnify and hold harmless Tenant from and against any and all liabilities, losses, claims and damages, for injuries to persons or damage to property arising out of, resulting from or in any manner caused by the acts or omissions of Landlord and its employees and agents on and about Kirkland Hill, except to the extent attributable to the negligence or willful misconduct of Tenant and its employees and agents.
- c) Tenant shall at all times during the term of this Lease maintain personal injury and property damage liability insurance with a combined single limit of not less than \$1,000,000.00 per loss or occurrence. Landlord shall be named as an additional insured on Tenant's insurance policy.
- d) Landlord shall at all times during the term of this Lease maintain personal injury and property damage liability insurance with a combined single limit of not less than \$1,000,000.00 per loss or occurrence. Tenant shall be named as an additional insured on Landlord's insurance policy.
- e) The parties shall furnish to each other certificates of insurance evidencing such insurance coverage at or immediately following the execution of this Lease.
- f) Notwithstanding anything in this Lease to the contrary, Landlord and Tenant hereby waive any and all rights of recovery, claims, actions or causes of action against the other and shall cause their respective insurance carriers to waive any and all rights or recovery, claim, action or causes of action against the other and their respective agents and employees, for any loss or damage that may occur to Landlord or Tenant or any party claiming by, through or under Landlord or Tenant, as the case may be, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

7) **Default:** Termination.

- a) If a party fails to perform any of the covenants, terms or conditions of this Lease ("Breaching Party"), the Breaching Party shall have twenty (20) calendar days to cure any such failure following notice from the non-breaching party. If the failure is not capable of being cured within twenty (20) calendar days, the Breaching Party shall be afforded a



reasonable period of time to cure the failure provided that the Breaching Party promptly commences curing the failure after its occurrence and prosecutes the cure to completion with due diligence.

- b) The parties agree that if Landlord wrongfully refuses to perform any one or more of its obligations under this Lease, monetary damages alone may not adequately compensate Tenant for its resulting injuries. Therefore, Tenant shall be entitled, in addition to any other remedies that may be available to it, to seek specific performance of this Lease. The provisions of this Section shall be enforceable in any court of competent jurisdiction.
- c) In addition to all other rights and remedies available under this Lease, Tenant and Landlord shall have all other rights and remedies available at law or in equity.

#### 8) **Equipment Removal:**

- a) In a period no longer than ninety (90) days after the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost and expense, vacate the Leased Premises hereunder, and remove all of Tenant's Equipment.
- b) If such removal takes longer than ninety (90) days after expiration or termination of this Lease, Tenant shall pay rent at the then existing monthly pro rata basis, until such time as the removal is completed.
- c) If removal takes longer than one hundred eighty (180) days, Landlord shall have the right to remove Tenant's Equipment and store the same at Tenant's cost and expense, including, but not limited to, the costs and expenses of any damages resulting from the removal of Tenant's Equipment by the Landlord. If Tenant has not taken possession of Tenant's Equipment from storage (and paid all costs and expense incurred by Landlord in removing and storing the same) within thirty (30) days of such removal, then, at Landlord's option, Tenant's Equipment shall be deemed abandoned and all title to Tenant's Equipment shall vest in Landlord.
- d) Tenant agrees to compensate Landlord for any and all damages caused by the removal of any Equipment by Tenant under this section.

#### 9) **Force Majeure: Condemnation.**

- a) Notwithstanding any other provision in this Lease, it is agreed that the parties shall not be liable for damages nor deemed to be in default for any delay or failure of performance under this Lease caused by Acts of God or Nature, including hurricanes, or other acts beyond the reasonable control of the Parties or their agents or employees.
- b) If any of the Leased Premises are destroyed or damaged by acts beyond the control of Tenant, and reconstruction of the Leased Premises is estimated to take longer than ninety (90) days, Tenant may elect to terminate this Lease by so notifying Landlord within ninety (90) days following the date of damage or destruction. In the event that Tenant

does not elect to so terminate, Landlord, at its own expense, and as speedily as circumstances permit, shall repair said damage and restore the Leased Premises to the condition the Leased Premises were in prior to said damage, and during the restoration and repair period Tenant's liability for rent shall be abated in full or partially reduced in proportion to the extent to which the damage and/or repair work interferes either totally or partially with Tenant's normal operation of its business on the Leased Premises. In the event that Landlord undertakes to restore the Leased Premises but such restoration is not completed within one hundred eighty (180) days following the date of damage or destruction, Tenant may terminate the Lease immediately upon written notice to Landlord.

- c) If all or any portion of the Leased Premises are condemned by any competent authority and such condemnation will make the property unusable for the purposes herein stated, then the term of this Lease shall end upon the date when possession of the property is taken by said authority.

10) **Landlord's Covenants and Warranties:** In addition to any and all other representations, warranties, and covenants made by Landlord in this Lease or in any agreement, document, or instrument delivered or to be delivered by Landlord pursuant to this Lease, Landlord hereby represents, warrants, and covenants to Tenant that the following are true and complete statements as of the date of this Lease:

- a) Landlord has no knowledge of a basis for imposition of any liability against it or the Leased Premises, arising out of Landlord's failure to comply with any applicable Environmental Laws. As used herein, the term "Environmental Laws" means any local, state, or federal statute, regulation, rule, order, approval, license, permit, authorization, certification or ordinance which regulates, controls or manages: (A) the generation, use, storage, treatment or disposal of hazardous materials, hazardous substances, hazardous wastes, toxic substances, oils and solid wastes (however such terms may be defined under any Environmental Laws); (B) the discharge of pollutants into the waters of the State of New York or of the United States; (C) the discharge of any air emissions; (D) the release or discharge of any substance into land; or (E) the use of any water, air, or land resources.
- b) Landlord has good and marketable title to the Leased Premises free and clear of all liens, charges, mortgages, security interests, easements, restrictions or other encumbrances of any nature whatsoever except as disclosed in Exhibit C, and the Leased Premises has legal access to a public street that permits unobstructed access by vehicles and pedestrians.
- c) Landlord hereby warrants that the Leased Premises do not encroach upon the real property or improvements of any other party and none of the real property or improvements of any other party encroach upon the Leased Premises, and that it will defend title to the Leased Premises and will indemnify Tenant against any damage and expense which Tenant may suffer by reason of any claim against or defect in title to the land.

- d) Landlord hereby covenants to Tenant that subject to the provisions, restrictions, and conditions set forth in this Lease, Tenant shall at all times during the lease Term peaceably and quietly enjoy the Leased Premises, respectively, without disturbance from Landlord.
- e) Except as disclosed in Exhibit C, there are no (a) actual or proposed special assessments with respect to the Leased premises; (b) pending or threatened condemnation or eminent domain proceedings or negotiations in lieu of condemnation with respect to the Leased Premises; (c) structural or mechanical defects in any of the buildings or improvements located on the Leased Premises; (d) any pending or threatened change in any zoning laws or ordinances which may materially adversely affect the Leased Premises; or (e) any other administrative or other proceedings or investigations, pending or threatened, which may give rise to any material claim relating to the Towers or the Leased Premises or that may adversely affect the ability of the Landlord to perform its obligations under the Lease.
- f) Landlord has paid and discharged all taxes, assessments, excises, and other levies relative to the Leased Premises which, if due and not paid, would interfere with Tenant's full enjoyment of the Leased Premises, except such taxes, assessments, and other levies which are not yet due.
- g) The Leased Premises and their constituent facilities have received all approvals of governmental authorities (including licenses, permits, and zoning approvals, and FCC tower registrations) required in connection with the operation thereof and have been operated and maintained in accordance with applicable laws, rules, and regulations, and all necessary utilities required for the operation of Tenant's Equipment on the Leased Premises are connected to or serving the Leased Premises.
- h) All of Tenant's Equipment installed and attached as of the Effective Date of this Lease are in compliance with this Lease and such installations and attachments are acceptable to Landlord, and all of the Leased Premises are in good condition and repair.

**11) Assignment/Subletting:**

- a) Tenant shall not assign or transfer this Lease or any right granted hereunder without the prior written consent of Landlord, which shall not be unreasonably withheld; provided that notwithstanding the foregoing, no consent shall be required in the event that the Lease is assigned to an affiliate of Tenant or to a party that purchases the Station from Tenant (hereinafter a "Permitted Transfer"). If any such Permitted Transfer should occur, the terms and conditions of such Permitted Transfer must be disclosed to Landlord within 60 days after such Permitted Transfer or assignment becomes final. In the event of a transfer or assignment of this Lease without the consent of the Landlord when such consent is required, Tenant shall remain primarily liable for the performance of all obligations and payment of all sums required hereunder.

- b) Landlord may freely transfer or assign this Lease in the event of a sale of the Leased Premises, provided, however, that any purchaser of the Leased Premises must expressly assume Landlord's obligations hereunder.
- c) This Lease shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

12) **Miscellaneous:**

- a) No Waiver. Failure of any party to enforce or insist upon compliance with any of the terms or conditions of this Lease shall not constitute a waiver or relinquishment by that party of any of its rights, nor a waiver or release of any of the other party's obligations.
- b) Warranties. The Parties represent and warrant that each has the authority to enter into this Lease and to be bound by its terms and all necessary action on the part of each such Party has been duly taken approving the execution, delivery, and performance of this Lease.
- c) Survival. Unless otherwise provided herein, all of the parties' obligations and duties under this Lease shall survive expiration or termination of this Lease.
- d) No Joint Venture. Notwithstanding any obligation from one party to the other herein contained, the parties herein state that they have not created and do not intend to create by this Lease a joint venture or partnership relation between them.
- e) Entire Agreement. The parties hereto agree that this Lease contains the entire agreement between them as of this date, and that it has not been induced by any representations, promises or undertaking of either party which have not been expressed herein, and that there are no collateral agreements, stipulations, promises or understandings whatsoever by the respective parties in any way affecting the subject matter of this Lease which are not expressly contained in this Lease. This Lease supersedes all previous agreements, whether written or oral, between the parties, for the lease of Kirkland Hill.
- f) Amendments. This Lease may not be amended, modified, altered or changed in any respect whatsoever except by a further agreement in writing, fully executed by each of the parties hereto.
- g) Notice. Any notice or other communication given or required pursuant to this Lease shall be effective if and only if, said notice or other communication is (i) delivered personally, (ii) sent by facsimile transmission, (iii) sent by certified mail through the United States Post Office, return receipt requested, or (iv) sent by reputable overnight courier, such as "FedEx." Notice shall be deemed given when delivered to the party to be notified, or if refused or rejected, on the date when delivery was first attempted. Addresses of the parties are as follows: To Landlord: Oneida County Department of Public Works, 6000 Airport Road Oriskany, New York 13424, Attention: Commissioner; To Tenant: Galaxy Communications, LLC, 235 Walton Street, Syracuse, New York 13202, Attention: Ed Levine, Fax: 315-885-1834.

- h) Headings. The headings or paragraphs in this Lease are for convenience only and form no part of the Lease and are in no way to affect the interpretation of this Lease.
- i) Severability. In the event that any provision of this Lease is found to be invalid or unenforceable, then the remainder of the Lease shall not be affected, and a suitable and equitable provision shall be substituted for the invalid or unenforceable provision in order to carry out, as far as may be valid and enforceable, the intent and purposes of such invalid or unenforceable provision.
- j) Choice of Law. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of New York, without regard to its choice of law rules. The prevailing party in any litigation, including appeals, if any, arising hereunder shall be entitled to its reasonable attorneys' fees and court costs.
- k) Estoppel Certificate. Landlord and Tenant shall each, within ten (10) business days after receipt of a written request from the other, execute and deliver an estoppel certificate to those parties as are reasonably requested by the other (including a mortgagee or prospective purchaser). The estoppel certificate, if appropriate, shall include a statement certifying that this Lease is unmodified (except as identified in the estoppel certificate) and in full force and effect, describing the dates to which Rent and other charges have been paid, representing that, to such party's actual knowledge, there is no default (or stating the nature of the alleged default) and indicating other matters with respect to the Lease that may reasonably be requested.
- l) Non-disturbance. Landlord shall obtain a non-disturbance agreement from its mortgagees for the benefit of Tenant, which agreement may also contain such other provisions as agreed to between Tenant, Landlord and Landlord's mortgagee(s).

**IN WITNESS WHEREOF**, the parties have duly executed this Lease as of the date set forth above.


COUNTY OF ONEIDA

By: \_\_\_\_\_

Anthony J. Picente, Jr.  
Oneida County Executive

GALAXY COMMUNICATIONS, LLC

By: \_\_\_\_\_

  
Edward F. Levine  
President

Approved

By: \_\_\_\_\_

Robert E. Pronteau, Esq.  
Assistant County Attorney

**EXHIBIT A**

Description of Kirkland Hill and Access Easement

**PROPERTY DESCRIPTION:**

The Premises is located at Prospect Point, 600 feet east of Skyline Drive, Town of Kirkland, County of Oneida, State of New York, containing approximately 7.57 acres, being Tax Parcel identified as Tax Map No. 346, Section 000, Block 1, Lot 72.

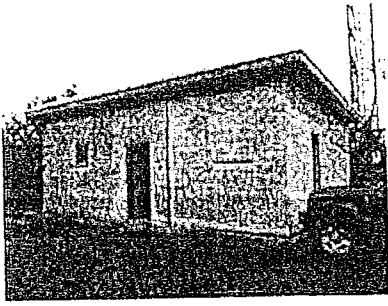
This location is more particularly described as follows: 240' x 210' x 180' x 130' x 95' irregularly shaped parcel more particularly set forth on a survey map entitled "Skyline Drive T/O Kirkland, Oneida County, N.Y." prepared by Felix V. LaBella, Jr., LLS No. 049220, dated August 16, 1993.

**EXHIBIT A-1**

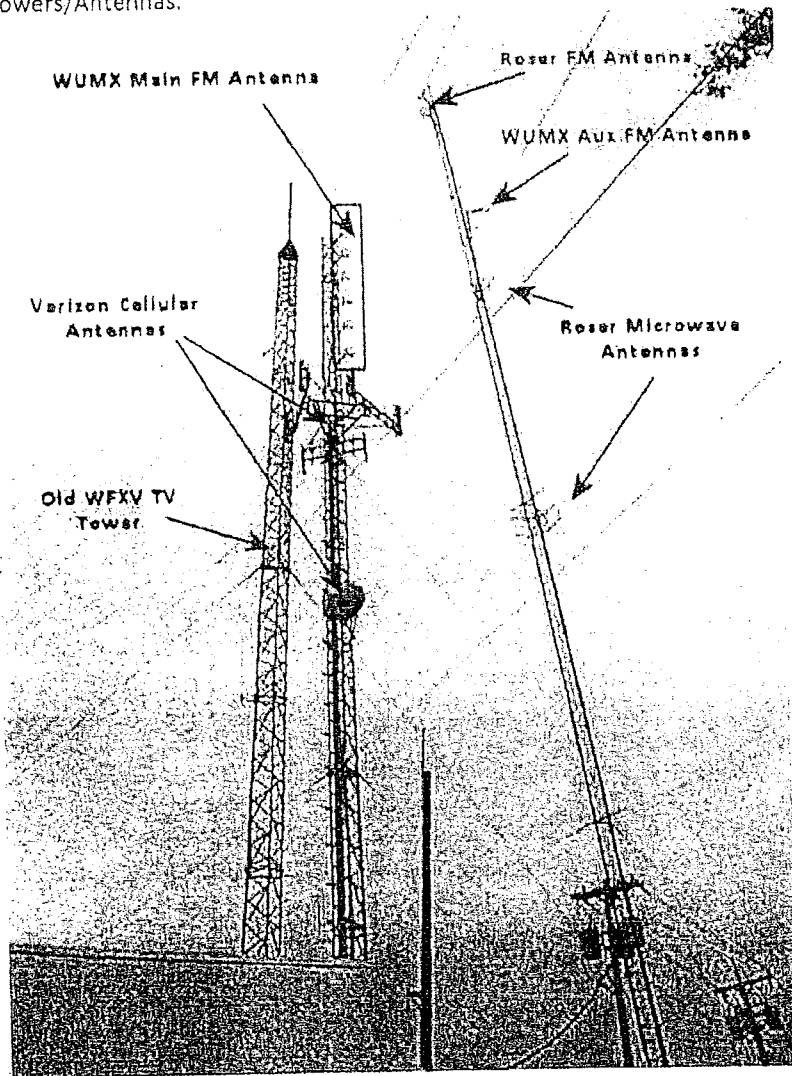
Drawings Delineating the Towers and Transmitter Building

See attached





Towers/Antennas:



Space Contents:  
Left side of space:

10/27/2011

**EXHIBIT B**

Leased Premises

Total Building Size (I.D.): 28'x24' (672 Sq. Ft.)

WUMX / WSKS Room Size: 313 Sq. Ft.

Main section: 20'9" x 12'7" (261 sq. ft.)

Back section: 10'8" x 4'10" (52 sq. ft.)

WUMX Floor Space: 154 Sq. Ft. including access

Main transmitter & rack: 18 Sq. Ft.

Main transmitter & rack access: 52 Sq. Ft.

Aux transmitter: 10 Sq. Ft.

Aux transmitter access: 44 Sq. Ft.

Dehydrator & Phasemaster: 4 Sq. Ft.

Dehydrator & Phasemaster access: 6 Sq. Ft.

Parts & supplies storage: 8 Sq. Ft.

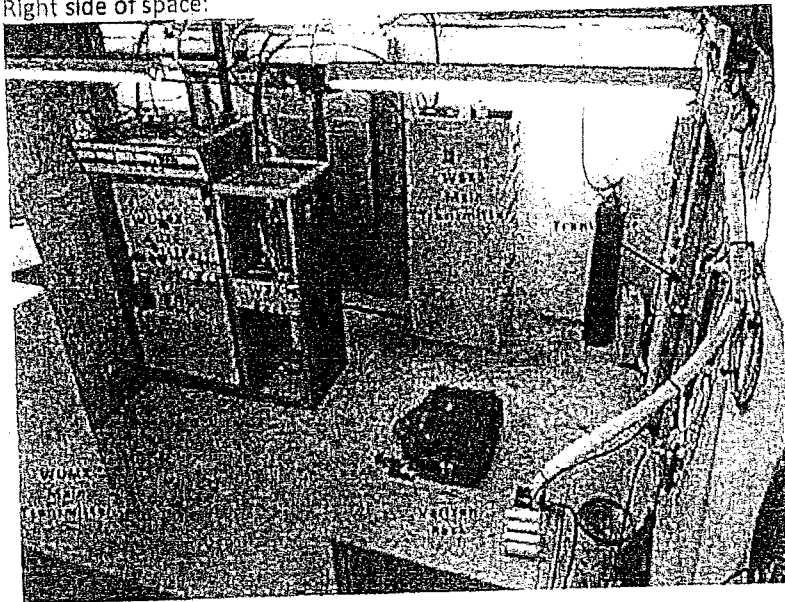
Parts & supplies storage access: 12 Sq. Ft.

Shared / common access floor space: 55 Sq. Ft.

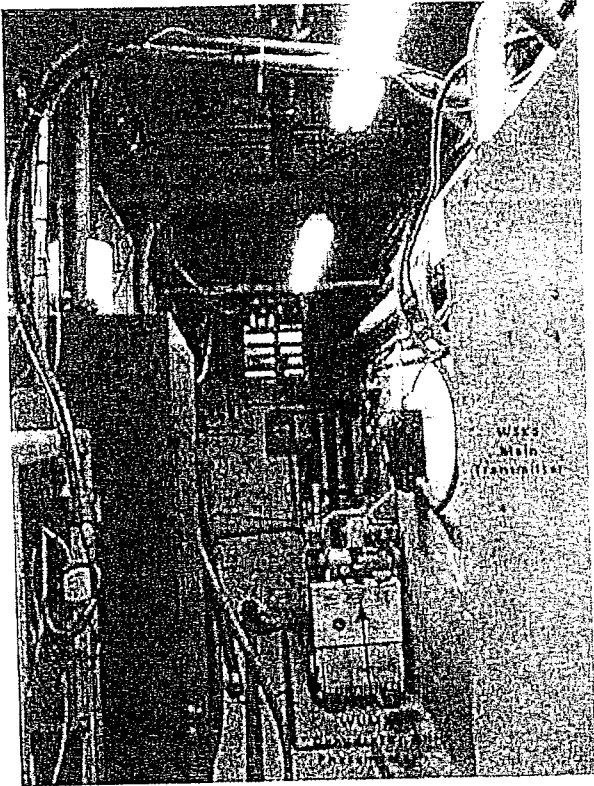
See also attached photographs



Right side of space:



Small back space:



Tim

Tim Backer  
Director of Engineering  
Galaxy Communications  
235 Walton St.  
Syracuse, NY 13202  
[TBacker@GalaxyCommunications.com](mailto:TBacker@GalaxyCommunications.com)  
V: (315) 472-9111  
F: (315) 472-1888

10/27/2011

EXHIBIT C

Encumbrances, Liens, Etc.

As of the date of execution of this lease agreement, Landlord has no knowledge of any outstanding liens, charges, mortgages, security interests, easements, restrictions or other encumbrances of any nature whatsoever that would affect the marketability of the Leased Premises.

As of the date of execution of this lease agreement, Landlord has no knowledge of any (a) actual or proposed special assessments with respect to the Leased premises; (b) pending or threatened condemnation or eminent domain proceedings or negotiations in lieu of condemnation with respect to the Leased Premises; (c) structural or mechanical defects in any of the buildings or improvements located on the Leased Premises; (d) any pending or threatened change in any zoning laws or ordinances which may materially adversely affect the Leased Premises; or (e) any other administrative or other proceedings or investigations, pending or threatened, which may give rise to any material claim relating to the Towers or the Leased Premises or that may adversely affect the ability of the Landlord to perform its obligations under the Lease.

## SCHEDULE A

**First Year:**

|                              |                 |                |
|------------------------------|-----------------|----------------|
| (Feb. 1, 2016-Jan. 31, 2017) | \$5,580.00/year | \$465.00/month |
|------------------------------|-----------------|----------------|

**Remaining Four Years: (includes a 3% increase each year)**

|                                          |                 |                |
|------------------------------------------|-----------------|----------------|
| Year Two: (Feb. 1, 2017-Jan. 31, 2018)   | \$5,747.40/year | \$478.95/month |
| Year Three: (Feb. 1, 2018-Jan. 31, 2019) | \$5,919.82/year | \$493.32/month |
| Year Four: (Feb. 1, 2019-Jan. 31, 2020)  | \$6,097.41/year | \$508.12/month |
| Year Five: (Feb. 1, 2020-Jan. 31, 2021)  | \$6,280.33/year | \$523.36/month |

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

## Oneida County Department of Public Works

5999 Judd Road Oriskany, New York 13424  
Phone: (315) 793-6213 w Fax: (315) 768-6299

February 1, 2017

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

FN 20 17-458

PUBLIC WORKS

Dear County Executive Picente,

### WAYS & MEANS

Oneida County received a request from Christmas & Associates, Inc., to abandon and transfer a section of unused highway right-of-way on Thompson Corners – Florence Road (County Route 70) in the Town of Florence. The section to be abandoned and transferred consists of approximately 1.67 acres and is shown on the enclosed subdivision plat.

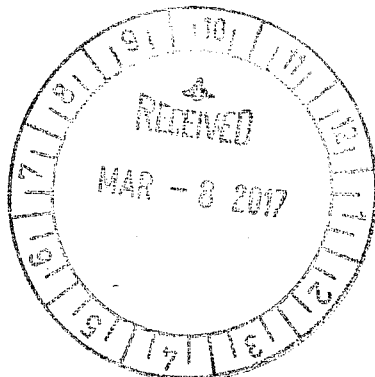
The Oneida County Department of Public Works has determined that the subject section of unused highway right-of-way is no longer needed and recommends abandonment and transfer to Christmas & Associates, Inc. If acceptable, please forward this request to the Oneida County Board of Legislators for consideration.

Thank you for your continued support.

Sincerely,

Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 3/8/17

Oneida Co. Department: Public Works

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other   X  

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** Christmas & Associates, Inc.  
23 Main Street  
Camden, NY 13316

**Title of Activity or Service:** Highway Right-of-Way Abandonment and Transfer  
**Proposed Dates of Operation:** N/A  
**Client Population/Number to be Served:** N/A

**Summary Statements**

**1) Narrative Description of Proposed Services:**

Oneida County received a request from Christmas & Associates, Inc., to abandon and transfer a section of unused highway right-of-way on Thompson Corners – Florence Road (County Route 70) in the Town of Florence. The section to be abandoned and transferred consists of approximately 1.67 acres and is shown on the enclosed subdivision plat.

The Oneida County Department of Public Works has determined that the subject section of unused highway right-of-way is no longer needed and recommends abandonment and transfer to Christmas & Associates, Inc.

**2) Program/Service Objectives and Outcomes:** N/A

**3) Program Design and Staffing:** N/A

**Total Funding Requested:** \$0.00                      **Account #:**  
**Oneida County Dept. Funding Recommendation:** \$0.00  
**Proposed Funding Sources (Federal \$/ State \$/County \$):** \$0.00

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** The transfer is authorized without public auction as this is a sale of an abandoned right of way to an adjoining landowner, pursuant to NY Highway Law §125.



ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

## Oneida County Department of Public Works

5999 Judd Road Oriskany, New York 13424  
Phone: (315) 793-6213 Fax: (315) 768-6299

April 3, 2017

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
**PUBLIC WORKS**  
**WAYS & MEANS**  
Anthony J. Picente, Jr.  
County Executive  
Date 4/10/17

Dear County Executive Picente,

Governor Cuomo created the BRIDGE NY program for the purpose of funding bridge and culvert reconstruction projects on local highways. Projects will receive up to 95% reimbursement via federal aid with a 5% local match. Oneida County, the Town of Whitestown, and the Town of Remsen have been awarded the following grants through this program.

### Oneida County

PIN 2754.35: Hawkinsville Rd./Black River (BIN 3310460)  
Budget: \$630,000 (\$585,500 federal/\$31,500 Local)  
Scope: Bridge Deck Replacement

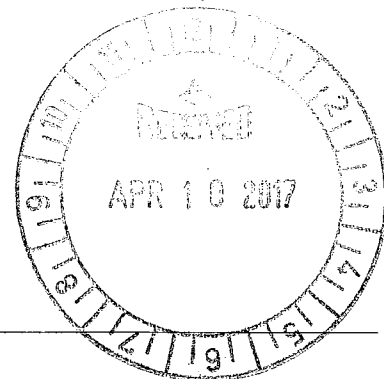
PIN 2754.36: Woodhull Rd./Woodhull Crk (BIN 3310660)  
Budget: \$470,000 (\$446,500 federal/\$23,500 local)  
Scope: Bridge Deck Replacement

### Town of Whitestown

PIN 2754.34: Utica St./Oriskany Ck (BIN 2206300)  
Budget: \$1,400,000 (\$1,330,000 federal/\$70,000 local)  
Scope: Bridge Deck Replacement

### Town of Remsen

PIN 2754.33, Roberts Rd./Little Black Ck (BIN 2205940)  
Budget: \$548,063.00 (\$520,660 federal/\$27,403 local)  
Scope: Superstructure Replacement



A very aggressive bidding and construction schedule has been established. Projects must be successfully bid and awarded no later than 18 months after executing a State/federal aid agreement. NYSDOT will process all projects utilizing Locally Administered Federal Aid Project (LAFAP) requirements. These requirements are complicated and very time

consuming. Municipalities that do not have experience with LAFAP requirements would have significant difficulty with compliance and schedule, risking the loss of federal aid.

Therefore, Oneida County has offered assistance to the Town of Whitestown and the Town of Remsen. NYSDOT would designate Oneida County as Project Sponsor and Oneida County could then coordinate design, construction inspection, and construction contracts/services. Oneida County would execute State/federal aid agreements and finance project expenses. Oneida County would be reimbursed 100% of all project expenses via 95% federal aid and a 5% local match from the respective Town.

The enclosed inter-municipal agreement between Oneida County and the Town of Whitestown formalizes the above described proposal. If acceptable, please forward to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,



Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



## AGREEMENT

THIS AGREEMENT, made by and between the TOWN OF WHITESTOWN, a municipal corporation organized and existing under the laws of the State of New York with offices located at 8539 Clark Mills Road, Whitestown, NY 13492, hereinafter referred to as "Town," and the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York with offices located at 800 Park Avenue, Utica, New York, 13501, hereinafter referred to as "County," collectively the "Parties."

### WITNESSETH

WHEREAS, for the benefit of the travelling public, the Town proposes to rehabilitate the Utica Street Bridge, over Oriskany Creek, located in the Town of Whitestown, Oneida County, hereinafter referred to as "the Project;" and

WHEREAS, on behalf of the Town the County has applied to the New York State Department of Transportation for funds to complete the Project; and

WHEREAS, the Project has been assigned Project Identification Number (hereinafter "PIN") 2754.34, Utica St./Oriskany Ck. (BIN 2206300) by the New York State Department of Transportation; and

WHEREAS, the New York State Department of Transportation has committed to providing 95% reimbursement of eligible Project expenditures, up to a maximum amount payable of \$1,330,000.00, in the form of Federal Aid; and

WHEREAS, the County wishes to reach an Agreement with the Town for the provision of financing all of the Project expenditures;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter set forth, it is agreed between the Parties hereto as follows:

#### 1. SCOPE OF AGREEMENT

1.1. The County shall complete all necessary applications and execute all necessary documents to act as the Project Sponsor for the Project, through the New York State Department of Transportation (hereinafter "NYSDOT").

1.2. Upon approval of any necessary agreements with NYSDOT, the County shall act as the Project Sponsor for the Project.

1.3. The County's duties as Project Sponsor, including design, construction inspection, and construction contracts/services, shall be set forth in a subsequent agreement between the County and the NYSDOT.

1.4. Upon designation of the County as Project Sponsor by NYSDOT, the Town and County shall co-sign all agreements required for the design, construction and inspection of the Project.

1.5. Contingent upon the NYSDOT's approval of the County becoming the Project Sponsor, the Town and County agree to the following payment structure and terms described herein.

1.5.1. The Town acknowledges and agrees that the County is acting as Project Sponsor only and is not responsible for any of the costs associated with this Project.

1.5.2. The Project cost estimate, prepared by the Town of Whitestown, totals One Million Four Hundred Dollars (\$1,400,000.00).

1.5.3. The federal government, acting through the NYSDOT, has committed to providing 95% reimbursement of eligible Project expenditures, up to a maximum amount payable of One Million Three Hundred Thirty Dollars (\$1,330,000.00), as expenditures are made, with a 5% local match.

1.5.4. The Town shall be responsible for funding 100% of the non-federal share of the total Project cost. In the interest of advancing the Project, the County shall finance 100% of Project expenditures.

1.5.5. The County shall complete all necessary documents to receive reimbursement through NYSDOT for the federal share of expenditures as they are made for the Project.

1.5.6. The County shall provide proof of federal reimbursement to the Town, and the Town shall reimburse the County for any and all expenditures by the County that are not reimbursed with federal funds as such expenditures are made.

## 2. GUARANTEE OF PAYMENT

2.1 The Town expressly and unconditionally guarantees that it shall pay any and all amounts and/or costs incurred by the County arising out of or in connection with the Project that are not paid or provided by the NYSDOT.

2.2 Such obligation shall not be limited to the anticipated costs of the Project or to the anticipated percentages of reimbursement noted herein.

## 3. SUCCESSORS AND ASSIGNS

3.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.

9. ADVICE OF COUNSEL

9.1 Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

IN WITNESS WHEREOF, each of the Parties hereto has affixed their hands and seals the day and year mentioned below.

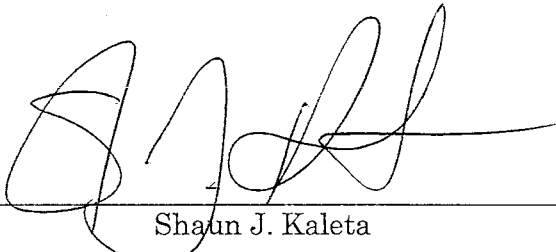
Oneida County

Town of Whitestown

By:

By:

\_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

\_\_\_\_\_  
  
Shaun J. Kaleta  
Town Supervisor

Date:

Date:

3/22/17

Approved

By:

\_\_\_\_\_  
Merima Smajic  
Assistant County Attorney

Date:

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

## Oneida County Department of Public Works

5999 Judd Road Oriskany, New York 13424  
Phone: (315) 793-6213 Fax: (315) 768-6299

April 3, 2017

Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

FN 20 17-160

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

### PUBLIC WORKS

Date 4/10/17

Dear County Executive Picente,

### WAYS & MEANS

Governor Cuomo created the BRIDGE NY program for the purpose of funding bridge and culvert reconstruction projects on local highways. Projects will receive up to 95% reimbursement via federal aid with a 5% local match. Oneida County has been awarded the following grants through this program.

#### Oneida County

PIN 2754.35: Hawkinsville Rd./Black River (BIN 3310460)  
Budget: \$630,000 (\$585,500 federal/\$31,500 Local)  
Scope: Bridge Deck Replacement

PIN 2754.36: Woodhull Rd./Woodhull Ck (BIN 3310660)  
Budget: \$470,000 (\$446,500 federal/\$23,500 local)  
Scope: Bridge Deck Replacement

A very aggressive bidding and construction schedule has been established. Projects must be successfully bid and awarded no later than 18 months after executing a State/Federal aid agreement. NYSDOT will process all projects utilizing Locally Administered Federal Aid Project (LAFAP) requirements.

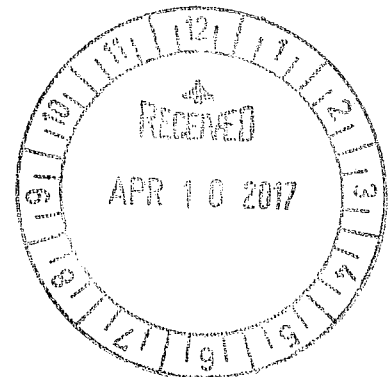
The enclosed BRIDGE NY Local Project Agreement will allow Oneida County to be reimbursed up to \$80,750.00 in Federal aid for preliminary engineering and design services associated with reconstruction of the Woodhull Road Bridge over Woodhull Creek in the Town of Forestport. Oneida County's local match would be \$4,250.00. If acceptable, please forward to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



Oneida Co. Department: Public Works

|                    |              |
|--------------------|--------------|
| Competing Proposal | _____        |
| Only Respondent    | _____        |
| Sole Source RFP    | _____        |
| Other              | <u>  X  </u> |

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** New York State Department of Transportation  
50 Wolf Road  
Albany, NY 12232

**Title of Activity or Service:** Local Project Agreement

**Proposed Dates of Operation:** Start on Execution – 18 Months

**Client Population/Number to be Served:** N/A

**Summary Statements**

**1) Narrative Description of Proposed Services:** Governor Cuomo created the BRIDGE NY program for the purpose of funding bridge and culvert reconstruction projects on local highways. Projects will receive up to 95% reimbursement via federal aid with a 5% local match. Oneida County, the Town of Whitestown and the Town of Remsen have been awarded grants through this program.

A very aggressive bidding and construction schedule has been established. Projects must be successfully bid and awarded no later than 18 months after executing a State/federal aid agreement. NYSDOT will process all projects utilizing Locally Administered Federal Aid Project (LAFAP) requirements.

The enclosed BRIDGE NY Local Project Agreement will allow Oneida County to be reimbursed up to \$80,750.00 in Federal aid for preliminary engineering and design services associated with reconstruction of the Woodhull Road Bridge over Woodhull Creek in the Town of Forestport. Oneida County's local match would be \$4,250.00. If acceptable, please forward to the Oneida County Board of Legislators for approval.

**2) Program/Service Objectives and Outcomes: N/A**

**3) Program Design and Staffing: N/A**

**Total Funding Requested:** \$85,000.00                      **Account # H-298**

**Oneida County Dept. Funding Recommendation:** \$85,000.00

|                                                                   |                              |
|-------------------------------------------------------------------|------------------------------|
| <b>Proposed Funding Sources (Federal \$/ State \$/County \$):</b> | <b>\$80,750.00 (Federal)</b> |
|                                                                   | <b>\$4,250.00 (County)</b>   |

**Cost Per Client Served: N/A**

**Past Performance Data: N/A**

**O.C. Department Staff Comments: None**



MUNICIPALITY/SPONSOR: Oneida County

PROJECT ID NUMBER: 2754.36 BIN: 3310660

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

## Bridge NY Local Project Agreement

COMPTROLLER'S CONTRACT NO D035577

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the County of Oneida (the "Municipality/Sponsor")  
acting by and through the County Executive  
with its office at 800 Park Avenue, Utica 13501.

This Agreement covers eligible costs incurred on or after  / / .

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Bridge NY Federal aid or State-aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as Bridge NY 2016: Woodhull Road over Woodhull Creek (BIN 3310660), Bridge Deck Replacement, Town of Forestport, Oneida County (as more specifically described in such Schedule A, the "Project").

### WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

MUNICIPALITY/SPONSOR: Oneida County  
PROJECT ID NUMBER: 2754.36 BIN: 3310660  
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PHASE: PER SCHEDULES A

WHEREAS, project eligibility for the NY Bridge Program, and other State-aid Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under Federal-aid and, State-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. \_\_\_\_\_ adopted at meeting held on \_\_\_\_\_ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the \_\_\_\_\_ of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:
  - Agreement Form - this document titled "Bridge NY Local Project Agreement";
  - Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
  - Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
  - Appendix "A" - New York State Required Contract Provisions
  - Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act)
  - Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
  - Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor, and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

**\*Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall begin no later than eighteen (18) months after award, and the project must be completed within three years of commencing construction.**

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that Federal-aid and State-aid funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal aid Projects" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

MUNICIPALITY/SPONSOR: Oneida County  
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3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of State-aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor up to the amount of the Municipality/Sponsor's award of Bridge NY Federal aid or State-aid as described below. NYSDOT will make reimbursements periodically upon request and certification by the Sponsor. The frequency of billing must be in conformance with that stipulated in the *NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments)*. NYSDOT recommends that bills not be submitted more frequently than monthly for a typical project. In all cases, bills must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be on the Federal aid Highway System ("FAHS"), except for bridge and safety projects that can be off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *State-aid* .Subject to compliance with this Agreement, NYSDOT shall authorize reimbursement of eligible individual Project costs identified in the applicable Schedule A. **Contractor obligations or expenditures that precede the start date of the agreement shall not be reimbursed.** To be eligible for State-aid eligible project costs must (a) be for work which, when completed, has a certifiable service life of at least 10 years; and, (b) **must be submitted for reimbursement to NYSDOT no later than 15 months after the date the original expenditure is paid in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)), which governs the tax-exempt bonds issued to fund State-aid projects.**

4.2.1 *State-aid Eligible Project Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and

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wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

4.3 In no event shall this Agreement create any obligation to the Municipality/Sponsor for funding or reimbursement of any amount in excess of:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State Share

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

4.6 Municipalities/Sponsor's may not use Bridge NY funds to substitute for the local match to a federally-aided project.

5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or State-aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The

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Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, 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.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

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- 9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.
- 9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT-administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and State-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

**13.1 Time is of the essence. The Municipality/Sponsor understands that construction of NY Bridge Projects must begin no later than eighteen (18) months after award, and the project must be completed within three years of commencing construction.**

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or

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employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds.

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
  - (b) By facsimile transmission;
  - (c) By personal delivery;
  - (d) By expedited delivery service; or
  - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

**New York State Department of Transportation (NYSDOT)**

**Name:** Jim McLaughlin

**Title:** Project Manager

**Address:** Planning and Program Management Group, 13th Floor, Utica State Office Building 207 Genesee Street, Utica, NY 13501

**Telephone Number:** (315) 793-2450

**Facsimile Number:** (315) 793-2719

**E-Mail Address:** Jim.McLaughlin@dot.ny.gov

**[Municipality/Sponsor]** Oneida County

**Name:** Dennis Davis

**Title:** Commissioner of the Department of Public Works

**Address:** 6000 Airport Road, Oriskany, NY 13424

MUNICIPALITY/SPONSOR: Oneida County  
PROJECT ID NUMBER: 2754.36 BIN: 3310660  
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**Telephone Number:** (315) 793-6213  
**Facsimile Number:** (315) 768-6299  
**E-Mail Address:** publicworks@ocgov.net

17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available on the New York State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm) or by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us). When applicable to State-aid and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Federal-aid Projects: Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), *External Programs*; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.2 State-aid Projects: *New York State Executive Law Article 15-A, Participation by Minority Group*



MUNICIPALITY/SPONSOR: Oneida County  
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PHASE: PER SCHEDULES A

*members and Women with Respect to State Contracts*, including the requirements thereunder related to equal employment opportunity and utilization goals for contracting opportunities for minority and women-owned business enterprises.

19.3 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal or State requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan (federal-aid) or a Minority a Women-owned Business Enterprise (M/WBE) Utilization Plan (state-aid) and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE or M/WBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.4 New York State Environmental Law, Article 6, the State *Smart Growth Public Infrastructure Policy Act*, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, which, as such, may be amended from time to time. The Municipality/Sponsor also understands that funding is contingent upon compliance with the requirements stated in the applicable Bridge NY – Notice of Funding Availability and guidance connected thereto.

Locally administered Bridge NY transportation projects must be constructed in accordance with the current version of *NYSDOT Standard Specifications; Construction and Materials*, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

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MUNICIPALITY/SPONSOR: Oneida County  
PROJECT ID NUMBER: 2754.36 BIN: 3310660  
CFDA NUMBER: 20.205  
PHASE: PER SCHEDULES A

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW YORK        )  
                                          )ss.:  
COUNTY OF Oneida        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came \_\_\_\_\_ 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 Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

**APPROVED AS TO FORM:  
STATE OF NEW YORK ATTORNEY GENERAL**

By: \_\_\_\_\_  
For Commissioner of Transportation

By: \_\_\_\_\_  
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

**COMPTROLLER'S APPROVAL:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law §112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements  
 NYSDOT/ State-Local Agreement - Schedule A for PIN 2754.36**

|                                                    |                                                       |                                                     |                                                                          |
|----------------------------------------------------|-------------------------------------------------------|-----------------------------------------------------|--------------------------------------------------------------------------|
| <b>OSC Municipal Contract #:</b><br><u>D035577</u> | <b>Contract Start Date:</b> <u> / / </u> (mm/dd/yyyy) | <b>Contract End Date:</b> <u> / / </u> (mm/dd/yyyy) | <input type="checkbox"/> Check, if date changed from the last Schedule A |
|----------------------------------------------------|-------------------------------------------------------|-----------------------------------------------------|--------------------------------------------------------------------------|

**Purpose:**  Original Standard Agreement  Supplemental Schedule A No.

**Agreement Type:**  Locally Administered Municipality/Sponsor (Contract Payee): Oneida County  
 State Administered Other Municipality/Sponsor (if applicable):

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

|                                        |                 |
|----------------------------------------|-----------------|
| <input type="checkbox"/> Municipality: | % of Cost share |
| <input type="checkbox"/> Municipality: | % of Cost share |
| <input type="checkbox"/> Municipality: | % of Cost share |

**Authorized Project Phase(s) to which this Schedule applies:**  PE/Design  ROW Incidentals  
 ROW Acquisition  Construction/CI/CS

**Work Type:** BR REHAB **County** (If different from Municipality):

**Marchiselli Eligible**  Yes  No (Check, if Project Description has changed from last Schedule A):

**Project Description:** Bridge NY 2016: Woodhull Road over Woodhull Creek (BIN 3310660), Bridge Deck Replacement, Town of Forestport, Oneida County

**Marchiselli Allocations Approved FOR ALL PHASES** *All totals will calculate automatically.*

| <i>Check box to indicate change from last Schedule A</i> | State Fiscal Year(s)                | Project Phase |               |                    | TOTAL   |
|----------------------------------------------------------|-------------------------------------|---------------|---------------|--------------------|---------|
|                                                          |                                     | PE/Design     | ROW (RI & RA) | Construction/CI/CS |         |
| <input type="checkbox"/>                                 | Cumulative total for all prior SFYs | \$ 0.00       | \$ 0.00       | \$ 0.00            | \$ 0.00 |
| <input type="checkbox"/>                                 | Current SFY                         | \$ 0.00       | \$ 0.00       | \$ 0.00            | \$ 0.00 |
| <b>Authorized Allocations to Date</b>                    |                                     | \$ 0.00       | \$ 0.00       | \$ 0.00            | \$ 0.00 |

**A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES** *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

| PIN Fiscal Share            | "Current" or "Old" entry indicator | Federal Funding | Total Costs | FEDERAL Participating Share | STATE MARCHISELLI Match | LOCAL Matching Share | LOCAL DEPOSIT AMOUNT (Required only if State Administered) |
|-----------------------------|------------------------------------|-----------------|-------------|-----------------------------|-------------------------|----------------------|------------------------------------------------------------|
|                             | Current                            |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Old                                |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Current                            |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Old                                |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Current                            |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Old                                |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Current                            |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Old                                |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Current                            |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Old                                |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
| <b>TOTAL CURRENT COSTS:</b> |                                    |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |

## NYS DOT/State-Local Agreement – Schedule A

**B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES** For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

| Other PIN Fiscal Shares     | 'Current' or 'Old' entry indicator | Funding Source | TOTAL       | Other FEDERAL | Other STATE | Other LOCAL |
|-----------------------------|------------------------------------|----------------|-------------|---------------|-------------|-------------|
| 2754.36.121                 | Current                            | STP            | \$85,000.00 | \$80,750.00   | \$0.00      | \$4,250.00  |
|                             | Old                                |                | \$ 0.00     | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                | \$ 0.00     | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                | \$ 0.00     | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                | \$ 0.00     | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                | \$ 0.00     | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                | \$ 0.00     | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                | \$ 0.00     | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                | \$ 0.00     | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                | \$ 0.00     | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                | \$ 0.00     | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                | \$ 0.00     | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                | \$ 0.00     | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                | \$ 0.00     | \$0.00        | \$0.00      | \$0.00      |
| <b>TOTAL CURRENT COSTS:</b> |                                    |                | \$85,000.00 | \$80,750.00   | \$ 0.00     | \$4,250.00  |

|                                            |         |
|--------------------------------------------|---------|
| <b>C. Local Deposit(s) from Section A:</b> | \$ 0.00 |
| <b>Additional Local Deposit(s)</b>         | \$      |
| <b>Total Local Deposit(s)</b>              | \$ 0.00 |

| <b>D. Total Project Costs</b> All totals will calculate automatically. |                              |                        |                  |                        |
|------------------------------------------------------------------------|------------------------------|------------------------|------------------|------------------------|
| Total FEDERAL Cost                                                     | Total STATE MARCHISELLI Cost | Total OTHER STATE Cost | Total LOCAL Cost | Total ALL SOURCES Cost |
| \$80,750.00                                                            | \$ 0.00                      | \$ 0.00                | \$4,250.00       | \$85,000.00            |

|                                                                                        |                                                              |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------|
| <b>E. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b> | Name: <u>Jim McLaughlin</u><br>Phone No: <u>315-793-2450</u> |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------|

See Agreement (or Supplemental Agreement Cover) for required contract signatures.



## SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

**Instructions:** Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

### A1. Preliminary Engineering (“PE”) Phase

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <u>Responsibility: NYSDOT Sponsor</u> |                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------------------|
| 1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 3. Smart Growth Attestation (NYSDOT ONLY).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input checked="" type="checkbox"/>   | <input type="checkbox"/>            |
| 4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 6. Obtain aerial photography and photogrammetric mapping.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 7. Perform all surveys for mapping and design.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work. | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 9. Perform landscape design (including erosion control).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                    | <u>Responsibility: NYSDOT Sponsor</u> |                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------------------|
| 11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.                                                                                                                                                                        | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.                                                                                                                                                                                                                  | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 13. Conduct any required soils and other geological investigations.                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.                                                                                                                                    | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.                                          | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> <li>- Railroad force account</li> <li>- Maintenance agreements for sidewalks, lighting, signals, betterments</li> <li>- Betterment Agreements</li> <li>- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities</li> </ul>                                                                  | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.                                                                                                                                                                                                                           | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 18. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).                                                                                         | <input type="checkbox"/>              | <input type="checkbox"/>            |
| 19. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | <input type="checkbox"/>              | <input type="checkbox"/>            |

**A2. Right-of-Way (ROW) Incidentals**

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                   | <u>Responsibility: NYSDOT Sponsor</u> |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|
| 1. Prepare ARM or other mapping, showing preliminary taking lines.                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/>              | <input type="checkbox"/> |
| 2. ROW mapping and any necessary ROW relocation plans.                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/>              | <input type="checkbox"/> |
| 3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>              | <input type="checkbox"/> |
| 4. Secure Appraisals.                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/>              | <input type="checkbox"/> |
| 5. Perform Appraisal Review and establish an amount representing just compensation.                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>              | <input type="checkbox"/> |
| 6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. <b>If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.</b>                       | <input type="checkbox"/>              | <input type="checkbox"/> |
| 7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.                                                                                                                                                          | <input type="checkbox"/>              | <input type="checkbox"/> |
| 8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).                                                                                         | <input type="checkbox"/>              | <input type="checkbox"/> |
| 9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | <input type="checkbox"/>              | <input type="checkbox"/> |

## **B. Right-of-Way (ROW) Acquisition**

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <u>Responsibility: NYSDOT Sponsor</u> |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|
| 1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. <b>If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.</b> | <input type="checkbox"/>              | <input type="checkbox"/> |



| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                   | <u>Responsibility: NYSDOT Sponsor</u> |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|
| 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.                                                                                                                                                                                                                                           | <input type="checkbox"/>              | <input type="checkbox"/> |
| 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>              | <input type="checkbox"/> |
| 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>              | <input type="checkbox"/> |
| 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.                                                                                  | <input type="checkbox"/>              | <input type="checkbox"/> |
| 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.                                                                                                                               | <input type="checkbox"/>              | <input type="checkbox"/> |
| 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.                                                                                         | <input type="checkbox"/>              | <input type="checkbox"/> |
| 8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).                                                                                         | <input type="checkbox"/>              | <input type="checkbox"/> |
| 9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | <input type="checkbox"/>              | <input type="checkbox"/> |

---

**C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase**

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                   | <u>Responsibility: NYSDOT Sponsor</u> |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|
| 1. Advertise contract lettings and distribute contract documents to prospective bidders.                                                                                                                      | <input type="checkbox"/>              | <input type="checkbox"/> |
| 2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s). | <input type="checkbox"/>              | <input type="checkbox"/> |
| 3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.                                                                                                 | <input type="checkbox"/>              | <input type="checkbox"/> |

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 4. Compile and submit Contract Award Documentation Package.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Review/approve any proposed subcontractors, vendors, or suppliers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.                                                                                                                                                   | <input type="checkbox"/> | <input type="checkbox"/> |
| 7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> | <input type="checkbox"/> |
| 7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7c. For projects that fall under both 7a and 7b above, check boxes for each.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |                          |
| 8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).                                                                                                                                                                                                                                                                                                | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.                                                                                                                                                                                                        | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Review and approve all shop drawings, fabrication details, and other details of structural work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> | <input type="checkbox"/> |

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

- |                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| 13. Administer all construction contract claims, disputes or litigation.                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> | <input type="checkbox"/>            |
| 14. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.                                                     | <input type="checkbox"/> | <input type="checkbox"/>            |
| 15. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

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## STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

- 1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
- 2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
- 3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
- 4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.



In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** 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](mailto: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](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable,

Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of

the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state

agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

## APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX B**  
**REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS**  
*(June 2016)*

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

**NON DISCRIMINATION/EEO/DBE REQUIREMENTS**

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
  
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

### **FEDERAL SINGLE AUDIT REQUIREMENTS**

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency<sup>1</sup> the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit

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<sup>1</sup> The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

## **THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE**

The Catalog of Federal Domestic Assistance (CFDA<sup>2</sup>), is an on-line database of all Federally aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

## **THE CFDA IDENTIFICATION NUMBER**

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

**The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.**

**Additional CFDA numbers for other transportation and non-transportation related programs are:**

**20.215 Highway Training and Education 20.219 Recreational Trails Program  
20.XXX Highway Planning and Construction - Highways for LIFE; 20.XXX  
Surface Transportation Research and Development; 20.500 Federal Transit-Capital  
Investment Grants 20.505 Federal Transit-Metropolitan Planning Grants 20.507  
Federal Transit-Formula Grants 20.509 Formula Grants for Other Than Urbanized Areas  
20.600 State and Community Highway Safety 23.003 Appalachian Development  
Highway System 23.008 Appalachian Local Access Roads**

## **PROMPT PAYMENT MECHANISMS**

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

- (a)** You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.
- (b)** You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:
  - (1)** You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

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<sup>2</sup> <http://www.cfda.gov/>

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

### **CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS**

In accordance with 46 CFR 381, the contractor agrees:

(a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.



(c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SAMPLE BRIDGE NY RESOLUTION BY MUNICIPALITY  
(Locally Administered Project)  
RESOLUTION NUMBER: \_\_\_\_\_

**Authorizing the implementation, and funding in the first instance 100% of the Federal-aid and State-aid eligible costs, of a federal-aid and/or state-aid transportation project, and appropriating funds therefore.**

**Whereas, Sponsor will design, let and construct the "Project".**

WHEREAS, a Project for the **Bridge NY 2016: Woodhull Road over Woodhull Creek (BIN 3310660), Bridge Deck Replacement, Town of Forestport, Oneida County, P.I.N. 2754.36** (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of **95%** Federal funds and **5%** non-federal funds; and

WHEREAS, the **County of Oneida** desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of the Project.

NOW, THEREFORE, the **Board of Legislators**, duly convened does hereby

RESOLVE, that the **Board of Legislators** hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the **Board of Legislators** hereby authorizes the **County of Oneida** to pay in the first instance 100% of the federal and non-federal share of the cost of the Project or portions thereof; and it is further

RESOLVED, that the **Board of Legislators** hereby agrees that the **County of Oneida** shall be responsible for all cost of the Project which exceed the amount of the NY Bridge Funding awarded to the **County of Oneida**.

RESOLVED, that the sum of **\$470,000.00** is hereby appropriated from \_\_\_\_\_ [or, appropriated pursuant to \_\_\_\_\_] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the Project exceeds the amount appropriated above, the **Board of Legislators** shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the **New York State Department of Transportation** thereof, and it is further

RESOLVED, that the **County of Oneida** hereby agrees that construction of the Project shall begin no later than eighteen (18) months after award and that the project shall be completed within THREE years of commencing construction; and it is further

RESOLVED, that the **County Executive** of the **County of Oneida** be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or State-Aid on behalf of the **County of Oneida** with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

## Oneida County Department of Public Works

5999 Judd Road Oriskany, New York 13424  
Phone: (315) 793-6213 Fax: (315) 768-6299

April 3, 2017

Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

FN 20 17-162

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

**PUBLIC WORKS**

Anthony J. Picente, Jr.  
County Executive

Date 4/10/17

Dear County Executive Picente,

### WAYS & MEANS

Governor Cuomo created the BRIDGE NY program for the purpose of funding bridge and culvert reconstruction projects on local highways. Projects will receive up to 95% reimbursement via federal aid with a 5% local match. Oneida County has been awarded the following grants through this program.

#### Oneida County

PIN 2754.35: Hawkinsville Rd./Black River (BIN 3310460)

Budget: \$630,000 (\$585,500 federal/\$31,500 Local)

Scope: Bridge Deck Replacement

PIN 2754.36: Woodhull Rd./Woodhull Ck (BIN 3310660)

Budget: \$470,000 (\$446,500 federal/\$23,500 local)

Scope: Bridge Deck Replacement

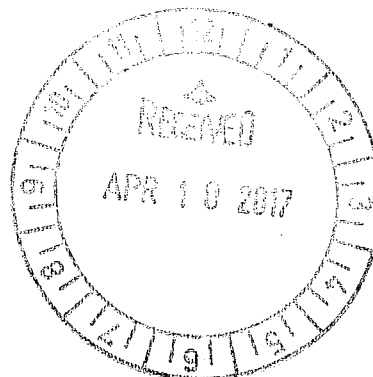
A very aggressive bidding and construction schedule has been established. Projects must be successfully bid and awarded no later than 18 months after executing a State/Federal aid agreement. NYSDOT will process all projects utilizing Locally Administered Federal Aid Project (LAFAP) requirements.

The enclosed BRIDGE NY Local Project Agreement will allow Oneida County to be reimbursed up to \$128,250.00 in Federal aid for preliminary engineering and design services associated with reconstruction of the Hawkinsville Road Bridge over Black River in the Town of Boonville. Oneida County's local match would be \$6,750.00. If acceptable, please forward to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

Dennis S. Davis  
Commissioner



cc: Mark E. Laramie, PE, Deputy Commissioner

**Oneida Co. Department:** Public Works

|                           |                         |
|---------------------------|-------------------------|
| <b>Competing Proposal</b> | <u>          </u>       |
| <b>Only Respondent</b>    | <u>          </u>       |
| <b>Sole Source RFP</b>    | <u>          </u>       |
| <b>Other</b>              | <u>    <b>X</b>    </u> |

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** New York State Department of Transportation  
50 Wolf Road  
Albany, NY 12232

**Title of Activity or Service:** Local Project Agreement

**Proposed Dates of Operation:** Start on Execution – 18 Months

**Client Population/Number to be Served:** N/A

**Summary Statements**

**1) Narrative Description of Proposed Services:** Governor Cuomo created the BRIDGE NY program for the purpose of funding bridge and culvert reconstruction projects on local highways. Projects will receive up to 95% reimbursement via federal aid with a 5% local match. Oneida County, the Town of Whitestown and the Town of Remsen have been awarded grants through this program.

A very aggressive bidding and construction schedule has been established. Projects must be successfully bid and awarded no later than 18 months after executing a State/federal aid agreement. NYSDOT will process all projects utilizing Locally Administered Federal Aid Project (LAFAP) requirements.

The enclosed BRIDGE NY Local Project Agreement will allow Oneida County to be reimbursed up to \$128,250.00 in Federal aid for preliminary engineering and design services associated with reconstruction of the Hawkinsville Road Bridge over Black River in the Town of Boonville. Oneida County's local match would be \$6,750.00. If acceptable, please forward to the Oneida County Board of Legislators for approval.

**2) Program/Service Objectives and Outcomes:** N/A

**3) Program Design and Staffing:** N/A

|                                                                   |              |                  |                               |
|-------------------------------------------------------------------|--------------|------------------|-------------------------------|
| <b>Total Funding Requested:</b>                                   | \$135,000.00 | <b>Account #</b> | <b>H-298</b>                  |
| <b>Oneida County Dept. Funding Recommendation:</b>                | \$135,000.00 |                  |                               |
| <b>Proposed Funding Sources (Federal \$/ State \$/County \$):</b> |              |                  |                               |
|                                                                   |              |                  | <b>\$128,250.00 (Federal)</b> |
|                                                                   |              |                  | <b>\$6,750.00 (County)</b>    |

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None

MUNICIPALITY/SPONSOR: **Oneida County**  
PROJECT ID NUMBER: **2754.35** BIN: **3310460**  
CFDA NUMBER: 20.205  
PHASE: PER SCHEDULES A

## Bridge NY Local Project Agreement

COMPTROLLER'S CONTRACT NO **D035576**

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the **County of Oneida** (the "Municipality/Sponsor")  
acting by and through **County Executive**  
with its office at **800 Park Avenue, Utica, New York 13501**.

This Agreement covers eligible costs incurred on or after   /  /  .

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Bridge NY Federal aid or State-aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as **2016 Bridge NY: Hawkinsville Road over Black River (BIN 3310460), Bridge Deck Replacement, Town of Boonville, Oneida County** (as more specifically described in such Schedule A, the "Project").

### WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, pursuant to Highway Law §10(34-a) and section 15 of Chapter 329 of the Laws of 1991 as amended by section 9 of Chapter 330 of the Laws of 1991, as further amended by Chapter 57 of the Laws of New York of 2014, the State has established the "Marchiselli" Program, which provides certain State-aid for Federal aid highway projects not on the State highway system; and

MUNICIPALITY/SPONSOR: **Oneida County**  
PROJECT ID NUMBER: **2754.35** BIN: **3310460**  
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WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

WHEREAS, project eligibility for the NY Bridge Program, and other State-aid Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under Federal-aid and, State-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. \_\_\_\_\_ adopted at meeting held on \_\_\_\_\_ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the \_\_\_\_\_ of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - this document titled "Bridge NY Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
- Appendix "A" - New York State Required Contract Provisions
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act)
- Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor, and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required). \*Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall begin no later than eighteen (18) months after award, and the project must be completed within three years of commencing construction.

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that Federal-aid and State-aid funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for

MUNICIPALITY/SPONSOR: **Oneida County**  
PROJECT ID NUMBER: **2754.35** BIN: **3310460**  
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Locally Administered Federal aid Projects” (available through NYSDOT’s web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT’s contract or NYSDOT’s performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of State-aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor up to the amount of the Municipality/Sponsor’s award of Bridge NY Federal aid or State-aid as described below. NYSDOT will make reimbursements periodically upon request and certification by the Sponsor. The frequency of billing must be in conformance with that stipulated in the *NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments)*. NYSDOT recommends that bills not be submitted more frequently than monthly for a typical project. In all cases, bills must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be on the Federal aid Highway System ("FAHS"), except for bridge and safety projects that can be off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *State-aid* .Subject to compliance with this Agreement, NYSDOT shall authorize reimbursement of eligible individual Project costs identified in the applicable Schedule A. **Contractor obligations or expenditures that precede the start date of the agreement shall not be reimbursed.** To be eligible for State-aid eligible project costs must (a) be for work which, when completed, has a certifiable service life of at least 10 years; and, (b) **must be submitted for reimbursement to NYSDOT no later than 15 months after the date the original expenditure is paid in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)), which governs the tax-exempt bonds issued to fund State-aid projects.**

4.2.1 *State-aid Eligible Project Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs

MUNICIPALITY/SPONSOR: **Oneida County**  
PROJECT ID NUMBER: **2754.35** BIN: **3310460**  
CFDA NUMBER: 20.205  
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as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

4.3 In no event shall this Agreement create any obligation to the Municipality/Sponsor for funding or reimbursement of any amount in excess of:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State Share

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

4.6 Municipalities/Sponsor's may not use Bridge NY funds to substitute for the local match to a federally-aided project.

5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or State-aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence



MUNICIPALITY/SPONSOR: **Oneida County**  
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performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, 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.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the

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Project.

- 9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.
- 9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT-administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and State-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

13.1 *Time is of the essence.* The Municipality/Sponsor understands that construction of NY Bridge Projects must begin no later than eighteen (18) months after award, and the project must be completed within three years of commencing construction.

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor

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shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds.

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
  - (b) By facsimile transmission;
  - (c) By personal delivery;
  - (d) By expedited delivery service; or
  - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

**New York State Department of Transportation (NYSDOT)**

Name: **James McLaughlin**

Title: **Project Manager**

Address: **Planning and Program Management Group, 13th Floor, Utica State Office Building  
207 Genesee Street, Utica, New York 13501**

Telephone Number: **(315) 793-2450**

Facsimile Number: **(315) 793-2719**

E-Mail Address: **Jim.McLaughlin@dot.ny.gov**

**[Municipality/Sponsor] Oneida County**

Name: **Dennis Davis**

Title: **Commissioner of the Department of Public Works**

Address: **6000 Airport Road, Oriskany, NY 13424**

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**Telephone Number:** (315) 793-6213  
**Facsimile Number:** (315) 768.6299  
**E-Mail Address:** publicworks@ocgov.net

17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available on the New York State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm) or by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us). When applicable to State-aid and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Federal-aid Projects: Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), *External Programs*; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.2 State-aid Projects: *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts*, including the requirements thereunder

related to equal employment opportunity and utilization goals for contracting opportunities for minority and women-owned business enterprises.

19.3 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal or State requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan (federal-aid) or a Minority a Women-owned Business Enterprise (M/WBE) Utilization Plan (state-aid) and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE or M/WBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.4 New York State Environmental Law, Article 6, the State *Smart Growth Public Infrastructure Policy Act*, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, which, as such, may be amended from time to time. The Municipality/Sponsor also understands that funding is contingent upon compliance with the requirements stated in the applicable Bridge NY – Notice of Funding Availability and guidance connected thereto.

Locally administered Bridge NY transportation projects must be constructed in accordance with the current version of *NYSDOT Standard Specifications; Construction and Materials*, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

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**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR: \_\_\_\_\_ MUNICIPALITY/SPONSOR ATTORNEY: \_\_\_\_\_  
By: \_\_\_\_\_ By: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF NEW YORK            )  
                                          )ss.:  
COUNTY OF *Oneida*         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came \_\_\_\_\_ 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 Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

By: \_\_\_\_\_  
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date: \_\_\_\_\_

**APPROVED AS TO FORM:  
STATE OF NEW YORK ATTORNEY GENERAL**

By: \_\_\_\_\_  
Assistant Attorney General

**COMPTROLLER'S APPROVAL:**

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law §112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements**  
**NYSDOT/ State-Local Agreement - Schedule A for PIN 2754.35**

|                                             |                                                    |                                                  |                                                                          |
|---------------------------------------------|----------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------|
| <b>OSC Municipal Contract #:</b><br>D035576 | <b>Contract Start Date:</b> /    /    (mm/dd/yyyy) | <b>Contract End Date:</b> /    /    (mm/dd/yyyy) | <input type="checkbox"/> Check, if date changed from the last Schedule A |
|---------------------------------------------|----------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------|

**Purpose:**     Original Standard Agreement     Supplemental Schedule A No.

**Agreement Type:**     Locally Administered    Municipality/Sponsor (Contract Payee): Oneida County  
 Other Municipality/Sponsor (if applicable):

State Administered    *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

|                                        |                 |
|----------------------------------------|-----------------|
| <input type="checkbox"/> Municipality: | % of Cost share |
| <input type="checkbox"/> Municipality: | % of Cost share |
| <input type="checkbox"/> Municipality: | % of Cost share |

**Authorized Project Phase(s) to which this Schedule applies:**     PE/Design     ROW Incidentals  
 ROW Acquisition     Construction/CI/CS

**Work Type:** BR REHAB    **County (If different from Municipality):**

**Marchiselli Eligible**     Yes     No    *(Check, if Project Description has changed from last Schedule A):*      
**Project Description:** 2016 Bridge NY: Hawkinsville Road over Black River (BIN 3310460), Bridge Deck Replacement, Town of Boonville, Oneida County

**Marchiselli Allocations Approved FOR ALL PHASES**    *All totals will calculate automatically.*

| <i>Check box to indicate change from last Schedule A</i> | State Fiscal Year(s)                | Project Phase |               |                    | TOTAL   |
|----------------------------------------------------------|-------------------------------------|---------------|---------------|--------------------|---------|
|                                                          |                                     | PE/Design     | ROW (RI & RA) | Construction/CI/CS |         |
| <input type="checkbox"/>                                 | Cumulative total for all prior SFYs | \$ 0.00       | \$ 0.00       | \$ 0.00            | \$ 0.00 |
| <input type="checkbox"/>                                 | Current SFY                         | \$ 0.00       | \$ 0.00       | \$ 0.00            | \$ 0.00 |
| <b>Authorized Allocations to Date</b>                    |                                     | \$ 0.00       | \$ 0.00       | \$ 0.00            | \$ 0.00 |

**A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES**    *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

| PIN Fiscal Share            | "Current" or "Old" entry indicator | Federal Funding | Total Costs | FEDERAL Participating Share | STATE MARCHISELLI Match | LOCAL Matching Share | LOCAL DEPOSIT AMOUNT (Required only if State Administered) |
|-----------------------------|------------------------------------|-----------------|-------------|-----------------------------|-------------------------|----------------------|------------------------------------------------------------|
|                             | Current                            |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Old                                |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Current                            |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Old                                |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Current                            |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Old                                |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Current                            |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Old                                |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Current                            |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Old                                |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
| <b>TOTAL CURRENT COSTS:</b> |                                    |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |

## NYSDOT/State-Local Agreement – Schedule A

**B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES** For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

| Other PIN Fiscal Shares     | 'Current' or 'Old' entry indicator | Funding Source       | TOTAL        | Other FEDERAL | Other STATE | Other LOCAL |
|-----------------------------|------------------------------------|----------------------|--------------|---------------|-------------|-------------|
| 2754.35.121                 | Current                            | Other (see footnote) | \$135,000.00 | \$128,250.00  | \$0.00      | \$6,750.00  |
|                             | Old                                |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
| <b>TOTAL CURRENT COSTS:</b> |                                    |                      | \$135,000.00 | \$128,250.00  | \$ 0.00     | \$6,750.00  |

|                                            |         |
|--------------------------------------------|---------|
| <b>C. Local Deposit(s) from Section A:</b> | \$ 0.00 |
| <b>Additional Local Deposit(s)</b>         | \$      |
| <b>Total Local Deposit(s)</b>              | \$ 0.00 |

**D. Total Project Costs** All totals will calculate automatically.

| Total FEDERAL Cost | Total STATE MARCHISELLI Cost | Total OTHER STATE Cost | Total LOCAL Cost | Total ALL SOURCES Cost |
|--------------------|------------------------------|------------------------|------------------|------------------------|
| \$128,250.00       | \$ 0.00                      | \$ 0.00                | \$6,750.00       | \$135,000.00           |

**E. Point of Contact for Questions Regarding this Schedule A (Must be completed)**

Name: Tim Lusher  
Phone No: 315-793-2450

See Agreement (or Supplemental Agreement Cover) for required contract signatures.





## SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

**Instructions:** Identify the responsibility for each applicable Sub-phase task by entering *X* in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

### A1. Preliminary Engineering ("PE") Phase

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Responsibility: <u>NYSDOT</u>       | <u>Sponsor</u>                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| 1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 3. Smart Growth Attestation (NYSDOT ONLY).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 6. Obtain aerial photography and photogrammetric mapping.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 7. Perform all surveys for mapping and design.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work. | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 9. Perform landscape design (including erosion control).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                    | <u>Responsibility: NYSDOT Sponsor</u> |                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------------------|
| 11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.                                                                                                                                                                        | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.                                                                                                                                                                                                                  | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 13. Conduct any required soils and other geological investigations.                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.                                                                                                                                    | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.                                          | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> <li>- Railroad force account</li> <li>- Maintenance agreements for sidewalks, lighting, signals, betterments</li> <li>- Betterment Agreements</li> <li>- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities</li> </ul>                                                                  | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.                                                                                                                                                                                                                           | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 18. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).                                                                                         | <input type="checkbox"/>              | <input type="checkbox"/>            |
| 19. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | <input type="checkbox"/>              | <input type="checkbox"/>            |

## **A2. Right-of-Way (ROW) Incidentals**

| <u>Phase/Sub-phase/Task</u> | <u>Responsibility: NYSDOT Sponsor</u> |  |
|-----------------------------|---------------------------------------|--|
|-----------------------------|---------------------------------------|--|

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                   | <u>Responsibility: NYSDOT Sponsor</u> |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|
| 1. Prepare ARM or other mapping, showing preliminary taking lines.                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/>              | <input type="checkbox"/> |
| 2. ROW mapping and any necessary ROW relocation plans.                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/>              | <input type="checkbox"/> |
| 3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>              | <input type="checkbox"/> |
| 4. Secure Appraisals.                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/>              | <input type="checkbox"/> |
| 5. Perform Appraisal Review and establish an amount representing just compensation.                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>              | <input type="checkbox"/> |
| 6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. <b>If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.</b>                       | <input type="checkbox"/>              | <input type="checkbox"/> |
| 7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.                                                                                                                                                          | <input type="checkbox"/>              | <input type="checkbox"/> |
| 8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).                                                                                         | <input type="checkbox"/>              | <input type="checkbox"/> |
| 9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | <input type="checkbox"/>              | <input type="checkbox"/> |

**B. Right-of-Way (ROW) Acquisition**

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <u>Responsibility: NYSDOT Sponsor</u> |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|
| 1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. <b>If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.</b> | <input type="checkbox"/>              | <input type="checkbox"/> |

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                   | <u>Responsibility: NYSDOT Sponsor</u> |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|
| 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.                                                                                                                                                                                                                                           | <input type="checkbox"/>              | <input type="checkbox"/> |
| 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>              | <input type="checkbox"/> |
| 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>              | <input type="checkbox"/> |
| 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.                                                                                  | <input type="checkbox"/>              | <input type="checkbox"/> |
| 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.                                                                                                                               | <input type="checkbox"/>              | <input type="checkbox"/> |
| 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.                                                                                         | <input type="checkbox"/>              | <input type="checkbox"/> |
| 8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).                                                                                         | <input type="checkbox"/>              | <input type="checkbox"/> |
| 9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | <input type="checkbox"/>              | <input type="checkbox"/> |

---

**C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase**

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                   | <u>Responsibility: NYSDOT Sponsor</u> |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|
| 1. Advertise contract lettings and distribute contract documents to prospective bidders.                                                                                                                      | <input type="checkbox"/>              | <input type="checkbox"/> |
| 2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s). | <input type="checkbox"/>              | <input type="checkbox"/> |
| 3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.                                                                                                 | <input type="checkbox"/>              | <input type="checkbox"/> |

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                          |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 4. Compile and submit Contract Award Documentation Package.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Review/approve any proposed subcontractors, vendors, or suppliers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.                                                                                                                                                   | <input type="checkbox"/> | <input type="checkbox"/> |
| 7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> | <input type="checkbox"/> |
| 7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project. | <input type="checkbox"/> | <input type="checkbox"/> |
| 7c. For projects that fall under both 7a and 7b above, check boxes for each.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |                          |
| 8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).                                                                                                                                                                                                                                                                                                | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.                                                                                                                                                                                                        | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Review and approve all shop drawings, fabrication details, and other details of structural work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> | <input type="checkbox"/> |

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

- |                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| 13. Administer all construction contract claims, disputes or litigation.                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> | <input type="checkbox"/>            |
| 14. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.                                                     | <input type="checkbox"/> | <input type="checkbox"/>            |
| 15. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**



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## STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** 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](mailto: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: [mwb certification@esd.ny.gov](mailto:mwb certification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable,

Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of

the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:

<http://www.ogs.ny.gov/about/reggs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state

agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

## APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



**APPENDIX B**  
**REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS**  
(June 2016)

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

**NON DISCRIMINATION/EEO/DBE REQUIREMENTS**

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
  
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

### **FEDERAL SINGLE AUDIT REQUIREMENTS**

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency<sup>1</sup> the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

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<sup>1</sup> The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

## **THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE**

The Catalog of Federal Domestic Assistance (CFDA<sup>2</sup>), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

## **THE CFDA IDENTIFICATION NUMBER**

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

**The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.**

**Additional CFDA numbers for other transportation and non-transportation related programs are:**

- 20.215 Highway Training and Education**
- 20.219 Recreational Trails Program**
- 20.XXX Highway Planning and Construction - Highways for LIFE;**
- 20.XXX Surface Transportation Research and Development;**
- 20.500 Federal Transit-Capital Investment Grants**
- 20.505 Federal Transit-Metropolitan Planning Grants**
- 20.507 Federal Transit-Formula Grants**
- 20.509 Formula Grants for Other Than Urbanized Areas**
- 20.600 State and Community Highway Safety**
- 23.003 Appalachian Development Highway System**
- 23.008 Appalachian Local Access Roads**

## **PROMPT PAYMENT MECHANISMS**

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

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<sup>2</sup> <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

### **CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS**

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SAMPLE BRIDGE NY RESOLUTION BY MUNICIPALITY

(Locally Administered Project)

RESOLUTION NUMBER: \_\_\_\_\_

**Authorizing the implementation, and funding in the first instance 100% of the Federal-aid and State-aid eligible costs, of a federal-aid and/or state-aid transportation project, and appropriating funds therefore.**

**Whereas, Sponsor will design, let and construct the "project".**

WHEREAS, a Project for the **2016 Bridge NY: Hawkinsville Road over Black River (BIN 3310460), Bridge Deck Replacement, Town of Boonville, Oneida County, P.I.N. 2754.35**, ("The Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of **95%** Federal funds and **5%** non-federal funds; and

WHEREAS, the **County of Oneida** desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of **The Project**.

NOW, THEREFORE, the **Board of Legislators**, duly convened does hereby

RESOLVE, that the **Board of Legislators** hereby approves the above-subject project; and it is hereby further

RESOLVED, that the **Board of Legislators** hereby authorizes the **County of Oneida** to pay in the first instance 100% of the federal and non-federal share of the cost of **The Project** work for the Project or portions thereof; and it is further

RESOLVED, that the **Board of Legislators** hereby agrees that the **County of Oneida** shall be responsible for all cost of the project which exceed the amount of the NY Bridge Funding awarded to the **County of Oneida**; and it is further

RESOLVED, that the sum of **\$630,000.00** is hereby appropriated from \_\_\_\_\_ [or, appropriated pursuant to \_\_\_\_\_] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the **Board of Legislators** shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the **NYSDOT** thereof, and it is further

RESOLVED, that **County of Oneida** hereby agrees that construction of the Project shall begin no later than eighteen (18) months after award and that the project shall be completed within THREE years of commencing construction; and it is further

RESOLVED, that the **County Executive** of the **County of Oneida** be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or State-Aid on behalf of the **County of Oneida** with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

## Oneida County Department of Public Works

5999 Judd Road Oriskany, New York 13424  
Phone: (315) 793-6213 Fax: (315) 768-6299

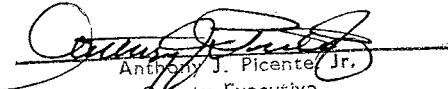
March 3, 2017

FN 20 17-163

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

**PUBLIC WORKS**  
**WAYS & MEANS**

  
Anthony J. Picente, Jr.  
County Executive

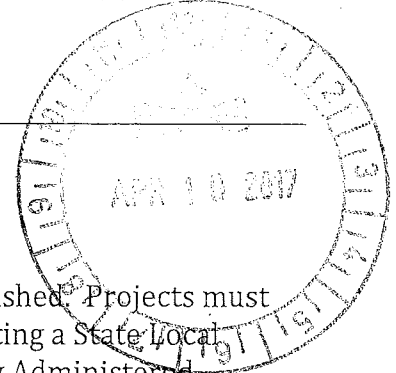
Date 4/10/17

Dear County Executive Picente,

Governor Cuomo created the BRIDGE NY program for the purpose of funding bridge and culvert reconstruction projects on local highways. Projects will receive up to 95% reimbursement via federal aid with a 5% local match. Town of Whitestown has been awarded the following grant.

Town of Whitestown

PIN 2754.34: Utica St./Oriskany Ck (BIN 2206300)  
Budget: \$1,400,000 (\$1,330,000 federal/\$70,000 local)  
Scope: Bridge Deck Replacement



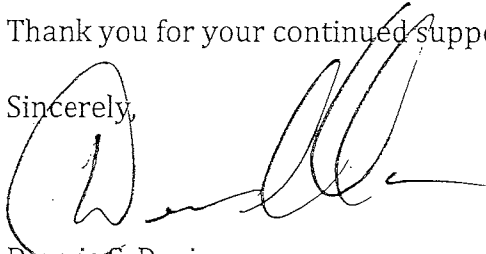
A very aggressive bidding and construction schedule has been established. Projects must be successfully bid and awarded no later than 18 months after executing a State/Local Project Agreement. NYSDOT will process all projects utilizing Locally Administered Federal Aid Project (LAFAP) requirements. These requirements are complicated and very time consuming. Municipalities that do not have experience with LAFAP requirements would have significant difficulty with compliance and schedule, risking the loss of federal aid.

Therefore, Oneida County has offered assistance to the Town of Whitestown. NYSDOT would designate Oneida County as Project Sponsor and Oneida County could then coordinate design, construction inspection, and construction contracts/services. Oneida County would execute State/federal aid agreements and finance project expenses. Oneida County would be reimbursed 100% of all project expenses via 95% federal aid and a 5% local match from the Town. The Town of Whitestown has agreed to execute an inter-municipal agreement with Oneida County that will obligate the Town of Whitestown to reimburse Oneida County 100% of the required local match. This agreement will be forwarded separately for approval.

The enclosed BRIDGE NY Local Project Agreement will allow Oneida County to be reimbursed up to \$178,600.00 in Federal aid for preliminary engineering and design services associated with reconstruction of the above mentioned bridge. The Town of Whitestown would be obligated to reimburse Oneida County \$9,400.00 for the local match. If acceptable, please forward to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dennis S. Davis', written over the word 'Sincerely,'.

Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

Oneida Co. Department: Public Works

|                    |              |
|--------------------|--------------|
| Competing Proposal | _____        |
| Only Respondent    | _____        |
| Sole Source RFP    | _____        |
| Other              | <u>  X  </u> |

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** New York State Department of Transportation  
50 Wolf Road  
Albany, NY 12232

**Title of Activity or Service:** Local Project Agreement

**Proposed Dates of Operation:** Start on Execution – 18 Months

**Client Population/Number to be Served:** N/A

**Summary Statements**

**1) Narrative Description of Proposed Services:** Governor Cuomo created the BRIDGE NY program for the purpose of funding bridge and culvert reconstruction projects on local highways. Projects will receive up to 95% reimbursement via federal aid with a 5% local match. Oneida County, the Town of Whitestown and the Town of Remsen have been awarded grants through this program.

A very aggressive bidding and construction schedule has been established. Projects must be successfully bid and awarded no later than 18 months after executing a State/federal aid agreement. NYSDOT will process all projects utilizing Locally Administered Federal Aid Project (LAFAP) requirements. These requirements are complicated and very time consuming. Municipalities that do not have experience with LAFAP requirements would have significant difficulty with compliance and schedule, risking the loss of federal aid.

Therefore, Oneida County has offered assistance to the Town of Whitestown. NYSDOT would designate Oneida County as Project Sponsor and Oneida County could then coordinate design, construction inspection, and construction contracts/services. Oneida County would execute State/federal aid agreements and finance project expenses. Oneida County would be reimbursed 100% of all project expenses via 95% federal aid and a 5% local match from the Town. The Town of Whitestown has agreed to execute an inter-municipal agreement with Oneida County that will obligate the Town of Whitestown to reimburse Oneida County 100% of the required local match. This agreement will be forwarded separately for approval.

**2) Program/Service Objectives and Outcomes:** N/A

**3) Program Design and Staffing:** N/A

**Total Funding Requested:** \$188,000.00

**Account #** H-298

**Oneida County Dept. Funding Recommendation:** \$188,000.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** \$178,600.00 (Federal)  
\$9,400.00 (Town)

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** None



MUNICIPALITY/SPONSOR: County of Oneida  
PROJECT ID NUMBER: 2754.34 BIN: 2206300  
CFDA NUMBER: 20.205  
PHASE: PER SCHEDULES A

## Bridge NY Local Project Agreement

COMPTROLLER'S CONTRACT NO D035575

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the County of Oneida (the "Municipality/Sponsor")  
acting by and through County Executive  
with its office at 800 Park Avenue, Utica, New York 13501.

This Agreement covers eligible costs incurred on or after   /  /  .

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Bridge NY Federal aid or State-aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as Bridge NY 2016: Utica Street over Oriskany Creek (BIN 2206300), Bridge Deck Replacement, Village of Oriskany, Town of Whitestown, Oneida County (as more specifically described in such Schedule A, the "Project").

### WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

MUNICIPALITY/SPONSOR: County of Oneida  
PROJECT ID NUMBER: 2754.34 BIN: 2206300  
CFDA NUMBER: 20.205  
PHASE: PER SCHEDULES A

WHEREAS, project eligibility for the NY Bridge Program, and other State-aid Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under Federal-aid and, State-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. \_\_\_\_\_ adopted at meeting held on \_\_\_\_\_ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the \_\_\_\_\_ of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:
  - Agreement Form - this document titled "Bridge NY Local Project Agreement";
  - Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
  - Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
  - Appendix "A" - New York State Required Contract Provisions
  - Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act)
  - Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
  - Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor, and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

**\*Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall begin no later than eighteen (18) months after award, and the project must be completed within three years of commencing construction.**

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that Federal-aid and State-aid funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal aid Projects" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

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3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of State-aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor up to the amount of the Municipality/Sponsor's award of Bridge NY Federal aid or State-aid as described below. NYSDOT will make reimbursements periodically upon request and certification by the Sponsor. The frequency of billing must be in conformance with that stipulated in the *NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments)*. NYSDOT recommends that bills not be submitted more frequently than monthly for a typical project. In all cases, bills must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be on the Federal aid Highway System ("FAHS"), except for bridge and safety projects that can be off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *State-aid* .Subject to compliance with this Agreement, NYSDOT shall authorize reimbursement of eligible individual Project costs identified in the applicable Schedule A. **Contractor obligations or expenditures that precede the start date of the agreement shall not be reimbursed.** To be eligible for State-aid eligible project costs must (a) be for work which, when completed, has a certifiable service life of at least 10 years; and, (b) **must be submitted for reimbursement to NYSDOT no later than 15 months after the date the original expenditure is paid in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)), which governs the tax-exempt bonds issued to fund State-aid projects.**

4.2.1 *State-aid Eligible Project Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and

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wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

4.3 In no event shall this Agreement create any obligation to the Municipality/Sponsor for funding or reimbursement of any amount in excess of:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State Share

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

4.6 Municipalities/Sponsor's may not use Bridge NY funds to substitute for the local match to a federally-aided project.

5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or State-aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The

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Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, 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.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

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- 9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.
- 9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT-administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and State-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

**13.1 Time is of the essence. The Municipality/Sponsor understands that construction of NY Bridge Projects must begin no later than eighteen (18) months after award, and the project must be completed within three years of commencing construction.**

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or

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employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds.

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
  - (b) By facsimile transmission;
  - (c) By personal delivery;
  - (d) By expedited delivery service; or
  - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

**New York State Department of Transportation (NYSDOT)**

**Name:** Tim Lusher

**Title:** Project Manager, R-2

**Address:** Planning and Program Management Group, 13th Floor, Utica State Office Building  
207 Genesee Street, Utica, New York 13501

**Telephone Number:** (315) 793-2450

**Facsimile Number:** (315) 793-2719

**E-Mail Address:** Tim.Lusher@dot.ny.gov

**[Municipality/Sponsor]** Oneida County

**Name:** Dennis Davis

**Title:** Commissioner of the Department of Public Works

**Address:** 6000 Airport Road, Oriskany, NY 13424

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**Telephone Number:** (315) 793-6213  
**Facsimile Number:** (315) 768-6299  
**E-Mail Address:** publicworks@ocgov.net

17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available on the New York State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm) or by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us). When applicable to State-aid and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT [Electronic Payment Guidelines](#) website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Federal-aid Projects: Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), *External Programs*; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.2 State-aid Projects: *New York State Executive Law Article 15-A, Participation by Minority Group*



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*members and Women with Respect to State Contracts*, including the requirements thereunder related to equal employment opportunity and utilization goals for contracting opportunities for minority and women-owned business enterprises.

19.3 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal or State requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan (federal-aid) or a Minority a Women-owned Business Enterprise (M/WBE) Utilization Plan (state-aid) and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE or M/WBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.4 New York State Environmental Law, Article 6, the State *Smart Growth Public Infrastructure Policy Act*, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, which, as such, may be amended from time to time. The Municipality/Sponsor also understands that funding is contingent upon compliance with the requirements stated in the applicable Bridge NY – Notice of Funding Availability and guidance connected thereto.

Locally administered Bridge NY transportation projects must be constructed in accordance with the current version of *NYSDOT Standard Specifications; Construction and Materials*, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

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**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW YORK        )  
                                          )ss.:  
COUNTY OF Oneida        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came \_\_\_\_\_ 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 Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

**APPROVED AS TO FORM:  
STATE OF NEW YORK ATTORNEY GENERAL**

By: \_\_\_\_\_  
For Commissioner of Transportation

By: \_\_\_\_\_  
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

**COMPTROLLER'S APPROVAL:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law §112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements  
 NYSDOT/ State-Local Agreement - Schedule A for PIN 2754.34**

|                                                    |                                                       |                                                                                                                                 |
|----------------------------------------------------|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <b>OSC Municipal Contract #:</b><br><u>D035575</u> | <b>Contract Start Date:</b> <u> / / </u> (mm/dd/yyyy) | <b>Contract End Date:</b> <u> / / </u> (mm/dd/yyyy)<br><input type="checkbox"/> Check, if date changed from the last Schedule A |
|----------------------------------------------------|-------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|

**Purpose:**  Original Standard Agreement  Supplemental Schedule A No.

**Agreement Type:**  Locally Administered Municipality/Sponsor (Contract Payee): Oneida County  
 State Administered Other Municipality/Sponsor (if applicable):

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

|                                        |                 |
|----------------------------------------|-----------------|
| <input type="checkbox"/> Municipality: | % of Cost share |
| <input type="checkbox"/> Municipality: | % of Cost share |
| <input type="checkbox"/> Municipality: | % of Cost share |

**Authorized Project Phase(s) to which this Schedule applies:**  PE/Design  ROW Incidentals  
 ROW Acquisition  Construction/CI/CS

**Work Type:** BR REHAB **County** (If different from Municipality):

**Marchiselli Eligible**  Yes  No *(Check, if Project Description has changed from last Schedule A):*   
**Project Description:** Bridge NY 2016: Utica Street over Oriskany Creek (BIN 2206300), Bridge Deck Replacement, Village of Oriskany, Town of Whitestown, Oneida County

**Marchiselli Allocations Approved FOR ALL PHASES** *All totals will calculate automatically.*

| <i>Check box to indicate change from last Schedule A</i> | State Fiscal Year(s)                | Project Phase |               |                    | TOTAL   |
|----------------------------------------------------------|-------------------------------------|---------------|---------------|--------------------|---------|
|                                                          |                                     | PE/Design     | ROW (RI & RA) | Construction/CI/CS |         |
| <input type="checkbox"/>                                 | Cumulative total for all prior SFYs | \$ 0.00       | \$ 0.00       | \$ 0.00            | \$ 0.00 |
| <input type="checkbox"/>                                 | Current SFY                         | \$ 0.00       | \$ 0.00       | \$ 0.00            | \$ 0.00 |
| Authorized Allocations to Date                           |                                     | \$ 0.00       | \$ 0.00       | \$ 0.00            | \$ 0.00 |

**A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES** *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

| PIN Fiscal Share            | "Current" or "Old" entry indicator | Federal Funding | Total Costs | FEDERAL Participating Share | STATE MARCHISELLI Match | LOCAL Matching Share | LOCAL DEPOSIT AMOUNT (Required only if State Administered) |
|-----------------------------|------------------------------------|-----------------|-------------|-----------------------------|-------------------------|----------------------|------------------------------------------------------------|
|                             | Current                            |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Old                                |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Current                            |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Old                                |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Current                            |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Old                                |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Current                            |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Old                                |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Current                            |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Old                                |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
| <b>TOTAL CURRENT COSTS:</b> |                                    |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |

NYS DOT/State-Local Agreement – Schedule A

**B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES** For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

| Other PIN Fiscal Shares     | 'Current' or 'Old' entry indicator | Funding Source       | TOTAL        | Other FEDERAL | Other STATE | Other LOCAL |
|-----------------------------|------------------------------------|----------------------|--------------|---------------|-------------|-------------|
| 2754.34.121                 | Current                            | Other (see footnote) | \$186,000.00 | \$176,700.00  | \$0.00      | \$9,300.00  |
|                             | Old                                |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
| 2754.34.221                 | Current                            | Other (see footnote) | \$2,000.00   | \$1,900.00    | \$0.00      | \$100.00    |
|                             | Old                                |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                      | \$ 0.00      | \$0.00        | \$0.00      | \$0.00      |
| <b>TOTAL CURRENT COSTS:</b> |                                    |                      | \$188,000.00 | \$178,600.00  | \$ 0.00     | \$9,400.00  |

|                                            |         |
|--------------------------------------------|---------|
| <b>C. Local Deposit(s) from Section A:</b> | \$ 0.00 |
| <b>Additional Local Deposit(s)</b>         | \$      |
| <b>Total Local Deposit(s)</b>              | \$ 0.00 |

|                                                                        |                                     |                               |                         |                               |
|------------------------------------------------------------------------|-------------------------------------|-------------------------------|-------------------------|-------------------------------|
| <b>D. Total Project Costs</b> All totals will calculate automatically. |                                     |                               |                         |                               |
| <b>Total FEDERAL Cost</b>                                              | <b>Total STATE MARCHISELLI Cost</b> | <b>Total OTHER STATE Cost</b> | <b>Total LOCAL Cost</b> | <b>Total ALL SOURCES Cost</b> |
| \$178,600.00                                                           | \$ 0.00                             | \$ 0.00                       | \$9,400.00              | \$188,000.00                  |

|                                                                                        |                                                          |
|----------------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>E. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b> | Name: <u>Tim Lusher</u><br>Phone No: <u>315-793-2450</u> |
|----------------------------------------------------------------------------------------|----------------------------------------------------------|

See Agreement (or Supplemental Agreement Cover) for required contract signatures.



## SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

**Instructions:** Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

### A1. Preliminary Engineering (“PE”) Phase

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <u>Responsibility: NYSDOT Sponsor</u> |                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------------------|
| 1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 3. Smart Growth Attestation (NYSDOT ONLY).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input checked="" type="checkbox"/>   | <input type="checkbox"/>            |
| 4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 6. Obtain aerial photography and photogrammetric mapping.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 7. Perform all surveys for mapping and design.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work. | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 9. Perform landscape design (including erosion control).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                    | <u>Responsibility: NYSDOT Sponsor</u> |                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------------------|
| 11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.                                                                                                                                                                        | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.                                                                                                                                                                                                                  | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 13. Conduct any required soils and other geological investigations.                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.                                                                                                                                    | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.                                          | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> <li>- Railroad force account</li> <li>- Maintenance agreements for sidewalks, lighting, signals, betterments</li> <li>- Betterment Agreements</li> <li>- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities</li> </ul>                                                                  | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.                                                                                                                                                                                                                           | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 18. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).                                                                                         | <input type="checkbox"/>              | <input type="checkbox"/>            |
| 19. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | <input type="checkbox"/>              | <input type="checkbox"/>            |

## **A2. Right-of-Way (ROW) Incidentals**

| <u>Phase/Sub-phase/Task</u> | <u>Responsibility: NYSDOT Sponsor</u> |  |
|-----------------------------|---------------------------------------|--|
|-----------------------------|---------------------------------------|--|

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                   | <u>Responsibility: NYSDOT Sponsor</u> |                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------------------|
| 1. Prepare ARM or other mapping, showing preliminary taking lines.                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 2. ROW mapping and any necessary ROW relocation plans.                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 4. Secure Appraisals.                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 5. Perform Appraisal Review and establish an amount representing just compensation.                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. <b>If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.</b>                       | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.                                                                                                                                                          | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).                                                                                         | <input type="checkbox"/>              | <input type="checkbox"/>            |
| 9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | <input type="checkbox"/>              | <input type="checkbox"/>            |

## **B. Right-of-Way (ROW) Acquisition**

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <u>Responsibility: NYSDOT Sponsor</u> |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|
| 1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. <b>If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.</b> | <input type="checkbox"/>              | <input type="checkbox"/> |



| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                   | <u>Responsibility: NYSDOT Sponsor</u> |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|
| 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.                                                                                                                                                                                                                                           | <input type="checkbox"/>              | <input type="checkbox"/> |
| 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>              | <input type="checkbox"/> |
| 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>              | <input type="checkbox"/> |
| 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.                                                                                  | <input type="checkbox"/>              | <input type="checkbox"/> |
| 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.                                                                                                                               | <input type="checkbox"/>              | <input type="checkbox"/> |
| 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.                                                                                         | <input type="checkbox"/>              | <input type="checkbox"/> |
| 8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).                                                                                         | <input type="checkbox"/>              | <input type="checkbox"/> |
| 9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | <input type="checkbox"/>              | <input type="checkbox"/> |

---

**C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase**

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                   | <u>Responsibility: NYSDOT Sponsor</u> |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|
| 1. Advertise contract lettings and distribute contract documents to prospective bidders.                                                                                                                      | <input type="checkbox"/>              | <input type="checkbox"/> |
| 2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s). | <input type="checkbox"/>              | <input type="checkbox"/> |
| 3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.                                                                                                 | <input type="checkbox"/>              | <input type="checkbox"/> |

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <u>Responsibility: NYSDOT Sponsor</u> |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|
| 4. Compile and submit Contract Award Documentation Package.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>              | <input type="checkbox"/> |
| 5. Review/approve any proposed subcontractors, vendors, or suppliers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>              | <input type="checkbox"/> |
| 6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.                                                                                                                                                   | <input type="checkbox"/>              | <input type="checkbox"/> |
| 7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/>              | <input type="checkbox"/> |
| 7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project. | <input type="checkbox"/>              | <input type="checkbox"/> |
| 7c. For projects that fall under both 7a and 7b above, check boxes for each.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                       |                          |
| 8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>              | <input type="checkbox"/> |
| 9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>              | <input type="checkbox"/> |
| 10. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).                                                                                                                                                                                                                                                                                                | <input type="checkbox"/>              | <input type="checkbox"/> |
| 11. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.                                                                                                                                                                                                        | <input type="checkbox"/>              | <input type="checkbox"/> |
| 12. Review and approve all shop drawings, fabrication details, and other details of structural work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/>              | <input type="checkbox"/> |

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

- |                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| 13. Administer all construction contract claims, disputes or litigation.                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> | <input type="checkbox"/>            |
| 14. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.                                                     | <input type="checkbox"/> | <input type="checkbox"/>            |
| 15. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

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## STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.



In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** 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](mailto: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](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable,

Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of

the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:  
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state

agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

## APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX B**  
**REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS**  
*(June 2016)*

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

**NON DISCRIMINATION/EEO/DBE REQUIREMENTS**

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES.** In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

### **FEDERAL SINGLE AUDIT REQUIREMENTS**

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency<sup>1</sup> the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

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<sup>1</sup> The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

## **THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE**

The Catalog of Federal Domestic Assistance (CFDA<sup>2</sup>), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

## **THE CFDA IDENTIFICATION NUMBER**

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

**The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.**

**Additional CFDA numbers for other transportation and non-transportation related programs are:**

- 20.215 Highway Training and Education**
- 20.219 Recreational Trails Program**
- 20.XXX Highway Planning and Construction - Highways for LIFE;**
- 20.XXX Surface Transportation Research and Development;**
- 20.500 Federal Transit-Capital Investment Grants**
- 20.505 Federal Transit-Metropolitan Planning Grants**
- 20.507 Federal Transit-Formula Grants**
- 20.509 Formula Grants for Other Than Urbanized Areas**
- 20.600 State and Community Highway Safety**
- 23.003 Appalachian Development Highway System**
- 23.008 Appalachian Local Access Roads**

## **PROMPT PAYMENT MECHANISMS**

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

- (a)** You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.
- (b)** You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:
  - (1)** You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.
  - (2)** You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by

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<sup>2</sup> <http://www.cfda.gov/>

prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

### **CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS**

In accordance with 46 CFR 381, the contractor agrees:

- (a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.



SAMPLE BRIDGE NY RESOLUTION BY MUNICIPALITY

(Locally Administered Project)

RESOLUTION NUMBER: \_\_\_\_\_

**Authorizing the implementation, and funding in the first instance 100% of the Federal-aid and State-aid eligible costs, of a transportation federal-aid project, and appropriating funds therefore.**

**Whereas, Sponsor will design, let and construct the "project".**

WHEREAS, a Project for the **Bridge NY 2016: Utica Street over Oriskany Creek (BIN 2206300), Bridge Deck Replacement, Village of Oriskany, Town of Whitestown, Oneida County, P.I.N. 2754.34** (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of **95%** Federal funds and **5%** non-federal funds; and

WHEREAS, the **County of Oneida** desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of **The Project**.

NOW, THEREFORE, the **Board of Legislators**, duly convened does hereby

RESOLVE, that the **Board of Legislators** hereby approves the above-subject project; and it is hereby further

RESOLVED, that the **Board of Legislators** hereby authorizes the **County of Oneida** to pay in the first instance 100% of the federal and non-federal share of the cost of **The Project**. or portions thereof; and it is further

RESOLVED, that the **Board of Legislators** hereby agrees that the **County of Oneida** shall be responsible for all cost of the project which exceed the amount of the NY Bridge Funding awarded to the **County of Oneida**. and it is further

RESOLVED, that the sum of **\$1,400,000.00** is hereby appropriated from \_\_\_\_\_ [or, appropriated pursuant to \_\_\_\_\_] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the **Board of Legislators of the County of Oneida** shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the **NYS DOT** thereof, and it is further

RESOLVED, that **County of Oneida** hereby agrees that construction of the Project shall begin no later than eighteen (18) months after award and that the project shall be completed within **THREE** years of commencing construction; and it is further

RESOLVED, that the **County Executive** of the **County of Oneida** be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or State-Aid on behalf of the **County of Oneida** with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

ANTHONY J. PICENTE JR.  
County Executive

DENNIS S. DAVIS  
Commissioner



DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

## Oneida County Department of Public Works

5999 Judd Road Oriskany, New York 13424  
Phone: (315) 793-6213 Fax: (315) 768-6299

April 3, 2017

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, NY 13501

FN 20 17-164

**PUBLIC WORKS**

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Dear County Executive Picente,

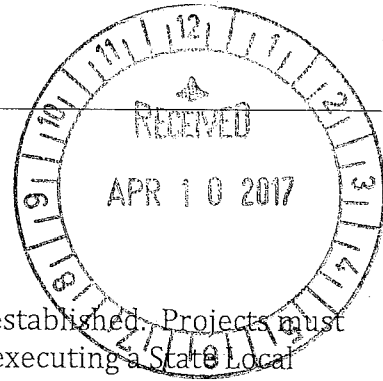
**WAYS & MEANS**

Date 4/10/17

Governor Cuomo created the BRIDGE NY program for the purpose of funding bridge and culvert reconstruction projects on local highways. Projects will receive up to 95% reimbursement via federal aid with a 5% local match. Town of Remsen has been awarded the following grant.

Town of Remsen

PIN 2754.33, Roberts Rd./Little Black Ck (BIN 2205940)  
Budget: \$548,063.00 (\$520,660 federal/\$27,403 local)  
Scope: Superstructure Replacement



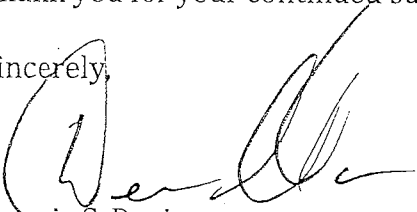
A very aggressive bidding and construction schedule has been established. Projects must be successfully bid and awarded no later than 18 months after executing a State/Local Project Agreement. NYSDOT will process all projects utilizing Locally Administered Federal Aid Project (LAFAP) requirements. These requirements are complicated and very time consuming. Municipalities that do not have experience with LAFAP requirements would have significant difficulty with compliance and schedule, risking the loss of federal aid.

Therefore, Oneida County has offered assistance to the Town of Remsen. NYSDOT would designate Oneida County as Project Sponsor and Oneida County could then coordinate design, construction inspection, and construction contracts/services. Oneida County would execute State/federal aid agreements and finance project expenses. Oneida County would be reimbursed 100% of all project expenses via 95% federal aid and a 5% local match from the Town. The Town of Remsen has agreed to execute an inter-municipal agreement with Oneida County that will obligate the Town of Remsen to reimburse Oneida County 100% of the required local match. This agreement will be forwarded separately for approval.

The enclosed BRIDGE NY Local Project Agreement will allow Oneida County to be reimbursed up to \$67,450.00 in Federal aid for preliminary engineering and design services associated with reconstruction of the above mentioned bridge. The Town of Remsen would be obligated to reimburse Oneida County \$3,550.00 for the local match. If acceptable, please forward to the Oneida County Board of Legislators for approval.

Thank you for your continued support.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis S. Davis". The signature is fluid and cursive, with a large initial "D" and "S".

Dennis S. Davis  
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner



MUNICIPALITY/SPONSOR: Oneida County

PROJECT ID NUMBER: 2754.33 BIN: 2205940

CFDA NUMBER: 20.205

PHASE: PER SCHEDULES A

## Bridge NY Local Project Agreement

COMPTROLLER'S CONTRACT NO D035574

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the County of Oneida (the "Municipality/Sponsor")  
acting by and through the County Executive  
with its office at 800 Park Avenue, Utica 13501.

This Agreement covers eligible costs incurred on or after  / / .

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a Bridge NY Federal aid or State-aid project for the improvement of a street or highway, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement or one or more Supplemental Schedule(s) A to this Agreement as duly executed and approved by the parties hereto. The phases that are potentially the subject of this Agreement, as further enumerated below, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; Construction; and/or Construction Supervision and Inspection. The Federal aid project shall be identified for the purposes of this Agreement as 2016 Bridge NY: Roberts Road over Little Black Creek (BIN 2205940), Bridge Superstructure Replacement, Town of Remsen, Oneida County (as more specifically described in such Schedule A, the "Project").

### WITNESSETH:

WHEREAS, the United States has provided for the apportionment of Federal aid funds to the State for the purpose of carrying out Federal aid highway projects pursuant to the appropriate sections of Title 23 U.S. Code as administered by the Federal Highway Administration ("FHWA"); and

WHEREAS, the New York State Highway Law authorizes the Commissioner of Transportation (hereinafter referred to as "Commissioner") to use Federal aid available under the Federal aid highway acts and provides for the consent to and approval by the Municipality/Sponsor of any project under the Federal aid highway program which is not on the State highway system before such Project is commenced; and

WHEREAS, Highway Law §80-b authorizes the funding of eligible costs of Federal aid Municipal/Sponsor streets and highway projects using State-aid and Federal aid; and

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PROJECT ID NUMBER: 2754.33 BIN: 2205940  
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WHEREAS, project eligibility for the NY Bridge Program, and other State-aid Program funds is determined by NYSDOT; and

WHEREAS, pursuant to authorizations therefore, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under Federal-aid and, State-aid Programs; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. \_\_\_\_\_ adopted at meeting held on \_\_\_\_\_ approved the Project, the Municipality/Sponsor's entry into this Agreement, has appropriated necessary funds in connection with any applicable Municipal/Sponsor Deposit identified in applicable Schedules A and has further authorized the \_\_\_\_\_ of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:
  - Agreement Form - this document titled "Bridge NY Local Project Agreement";
  - Schedule "A" - Description of Project Phase, Funding and Deposit Requirements;
  - Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility
  - Appendix "A" - New York State Required Contract Provisions
  - Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act)
  - Appendix "B" - U.S. Government Required Clauses (Only required for agreements with federal funding)
  - Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor, and appropriating the funding required therefore. (Where New York City is the Municipality/Sponsor, such resolution is not required).

**\*Note – Resolutions for Bridge NY projects must also include an express commitment by the Municipality/Sponsor that construction shall begin no later than eighteen (18) months after award, and the project must be completed within three years of commencing construction.**

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements.

The Municipality/Sponsor understands that Federal-aid and State-aid funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Procedures for Locally Administered Federal aid Projects" (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

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3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into with NYSDOT, or by NYSDOT forces, and unless the total non-Federal share of the Project phase is under \$5,000, the Municipality/Sponsor shall deposit with the State Comptroller, prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the non-Federal share of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply Federal aid and the required Municipality/Sponsor Deposit for the non-Federally aided portion, and, if applicable, shall request State Comptroller funding of State-aid to the Municipality/Sponsor as described below. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor up to the amount of the Municipality/Sponsor's award of Bridge NY Federal aid or State-aid as described below. NYSDOT will make reimbursements periodically upon request and certification by the Sponsor. The frequency of billing must be in conformance with that stipulated in the *NYSDOT Standard Specifications; Construction and Materials (section 109-06, Contract Payments)*. NYSDOT recommends that bills not be submitted more frequently than monthly for a typical project. In all cases, bills must be submitted at least once every six months.

4.1 *Federal aid.* NYSDOT will administer Federal funds for the benefit of the Municipality/Sponsor for the Federal share and will fund the applicable percentage designated in Schedule A of Federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the Municipality/Sponsor, NYSDOT will reimburse Federal aid-eligible expenditures in accordance with NYSDOT policy and procedures.

4.1.1 *Participating Items.* NYSDOT shall apply Federal funds only for that work and those items that are eligible for Federal participation under Title 23 of U.S. Code, as amended, that requires Federal aid eligible projects to be on the Federal aid Highway System ("FAHS"), except for bridge and safety projects that can be off the FAHS. Included among the Federal participating items are the actual cost of employee personal services, and leave and fringe benefit additives. Other participating costs include materials and supplies, equipment use charges or other Federal Participating costs directly identifiable with the eligible project.

4.2 *State-aid* .Subject to compliance with this Agreement, NYSDOT shall authorize reimbursement of eligible individual Project costs identified in the applicable Schedule A. **Contractor obligations or expenditures that precede the start date of the agreement shall not be reimbursed.** To be eligible for State-aid eligible project costs must (a) be for work which, when completed, has a certifiable service life of at least 10 years; and, (b) **must be submitted for reimbursement to NYSDOT no later than 15 months after the date the original expenditure is paid in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)), which governs the tax-exempt bonds issued to fund State-aid projects.**

4.2.1 *State-aid Eligible Project Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and

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wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

4.3 In no event shall this Agreement create any obligation to the Municipality/Sponsor for funding or reimbursement of any amount in excess of:

- (a) the amount stated in Schedule A for the Federal Share; or
- (b) the amount stated in Schedule A as the State Share

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To effect such payment, the reimbursement to the Municipality/Sponsor provided for in sections 4.1 and 4.2 above may be reduced by NYSDOT by the amounts thereof in excess of the Municipality/Sponsor Deposit available for such payment to NYSDOT.

4.6 Municipalities/Sponsor's may not use Bridge NY funds to substitute for the local match to a federally-aided project.

5. *Supplemental Agreements and Supplemental Schedule(s) A.* Supplemental Agreements or Supplemental Schedule(s) A may be entered into by the parties, and must be executed and approved in the manner required for a State contract. A Supplemental Schedule A is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for Federal aid or State-aid hereunder.

7. *Loss of Federal Participation.* In the event the Municipality/Sponsor withdraws its approval of the project, suspends or delays work on the Project or takes other action that results in the loss of Federal participation for the costs incurred pursuant to this Agreement, the Municipality/Sponsor shall refund to the State all reimbursements received from the State, and shall reimburse the State for 100% of all preliminary engineering and right-of-way incidental costs incurred by NYSDOT. The State may offset any other State or Federal aid due to the Municipality/Sponsor by such amount and apply such offset to satisfy such refund.

8. *Municipal/Sponsor Liability.*

8.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The



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Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

8.2 The Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the Municipality/Sponsor's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work.

8.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, 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.

8.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

8.5 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

9. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

9.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

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- 9.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 9.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total Federal and non-Federal funding provided through NYSDOT.
- 9.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT-administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

10. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

11. *Contract Executory; Required Federal Authorization.* It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies available to the State and no liability on account thereof shall be incurred by the State beyond monies available for the purposes hereof. No phase of work for the project shall be commenced unless and until NYSDOT receives authorization from the Federal government.

12. *Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any person, company or corporation without previous consent in writing of the Commissioner.

13. *Term of Agreement.* As to the Project and phase(s) described in the Schedule A executed herewith, the term of this Agreement shall begin on the date of this Agreement as first above written. This Agreement shall remain in effect so long as Federal aid and State-aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a Federal or State budgetary hiatus will not by itself be construed to cause a lapse in this Agreement provided any necessary Federal or State appropriations or other funding authorizations therefore are eventually enacted.

**13.1 *Time is of the essence.* The Municipality/Sponsor understands that construction of NY Bridge Projects must begin no later than eighteen (18) months after award, and the project must be completed within three years of commencing construction.**

14. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this contract, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or

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employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

15. *Offset Rights.* In addition to any and all set-off rights provided to the State in the attached and incorporated Appendix A, Standard Clauses for New York Contracts, NYSDOT shall be entitled to recover and offset from the Municipality/Sponsor any ineligible reimbursements and any direct or indirect costs to the State as to paragraph 6 above, as well as any direct or indirect costs incurred by the State for any breach of the term of this agreement, including, but not limited to, the useful life requirements in paragraph 9 above. At its sole discretion NYSDOT shall have the option to permanently withhold and offset such direct and indirect cost against any monies due to the Municipality/Sponsor from the State of New York for any other reason, from any other source, including but not limited to, any other Federal or State Local Project Funding, and/or any Consolidated Highway and Local Street Improvement Program (CHIPS) funds.

16. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Procedures for Locally Administered Federal aid Projects manual and in accordance with current Federal and State laws, rules, and regulations.

17. *Notice Requirements.*

- 17.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
- (a) Via certified or registered United States mail, return receipt requested;
  - (b) By facsimile transmission;
  - (c) By personal delivery;
  - (d) By expedited delivery service; or
  - (e) By e-mail.

Such notices shall be address as follows or to such different addresses as the parties may from time-to-time designate:

**New York State Department of Transportation (NYSDOT)**

**Name:** Tim Lusher  
**Title:** Project Manager

**Address:** Planning and Program Management Group, 13th Floor, Utica State Office Building 207  
Genesee Street, Utica, NY 13501  
**Telephone Number:** (315) 793-2450  
**Facsimile Number:** (315) 793-2719  
**E-Mail Address:** Tim.Lusher@dot.ny.gov

**[Municipality/Sponsor]** Oneida County

**Name:** Dennis Davis  
**Title:** Commissioner of the Department of Public Works  
**Address:** 6000 Airport Road, Oriskany, NY 13424

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**Telephone Number:** (315) 793-6213  
**Facsimile Number:** (315) 768-6299  
**E-Mail Address:** publicworks@ocgov.net

17.2 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

18. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting local Municipality/Sponsor shall comply with the State Comptroller's procedures for all Federal and applicable State Aid to authorize electronic payments. Authorization forms are available on the New York State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm) or by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us). When applicable to State-aid and other State reimbursement by the State Comptroller, registration forms and instructions can be found at the NYSDOT Electronic Payment Guidelines website.

The Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this agreement if it does not comply with the applicable State Comptroller and/or NYS State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

19. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

19.1 Federal-aid Projects: Title 49 of the Code of Federal Regulations Part 26 (49 CFR 26), *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*; Title 23 Code of Federal Regulations Part 230 (23 CFR 230), *External Programs*; and, Title 41 of the Code of Federal Regulations Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, including the requirements thereunder related to utilization goals for contracting opportunities for disadvantaged business enterprises (DBEs) and equal employment opportunity.

19.2 State-aid Projects: *New York State Executive Law Article 15-A, Participation by Minority Group*

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*members and Women with Respect to State Contracts*, including the requirements thereunder related to equal employment opportunity and utilization goals for contracting opportunities for minority and women-owned business enterprises.

19.3 If the Municipality/Sponsor fails to monitor and administer contracts funded in whole or in part in accordance with Federal or State requirements, the Municipality/Sponsor will not be reimbursed for ineligible activities within the affected contracts. The Municipality/Sponsor must ensure that the prime contractor has a Disadvantaged Business Enterprise (DBE) Utilization Plan (federal-aid) or a Minority a Women-owned Business Enterprise (M/WBE) Utilization Plan (state-aid) and complies with such plan. If, without prior written approval by NYSDOT, the Municipality/Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the DBE or M/WBE Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in an amount of up to 20% of the pro rata share of the Municipality/Sponsor's contracts and subcontracts funded in whole or in part by this agreement for which contract goals have been established.

19.4 New York State Environmental Law, Article 6, the State *Smart Growth Public Infrastructure Policy Act*, including providing true, timely and accurate information relating to the project to ensure compliance with the Act.

20. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the Procedures for Locally Administered Federal Aid Projects (PLAFAP) manual, which, as such, may be amended from time to time. The Municipality/Sponsor also understands that funding is contingent upon compliance with the requirements stated in the applicable Bridge NY – Notice of Funding Availability and guidance connected thereto.

Locally administered Bridge NY transportation projects must be constructed in accordance with the current version of *NYSDOT Standard Specifications; Construction and Materials*, including any and all modifications to the Standard Specifications issued by the Engineering Information Issuance System, and NYSDOT-approved Special Specifications for general use. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

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MUNICIPALITY/SPONSOR: Oneida County  
PROJECT ID NUMBER: 2754.33 BIN: 2205940  
CFDA NUMBER: 20.205  
PHASE: PER SCHEDULES A

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW YORK        )  
                                          )ss.:  
COUNTY OF Oneida        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came \_\_\_\_\_ 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 Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

**APPROVED AS TO FORM:  
STATE OF NEW YORK ATTORNEY GENERAL**

By: \_\_\_\_\_  
For Commissioner of Transportation

By: \_\_\_\_\_  
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

**COMPTROLLER'S APPROVAL:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law §112

**SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements  
 NYSDOT/ State-Local Agreement - Schedule A for PIN 2754.33**

|                                             |                                              |                                            |                                                                          |
|---------------------------------------------|----------------------------------------------|--------------------------------------------|--------------------------------------------------------------------------|
| <b>OSC Municipal Contract #:</b><br>D035574 | <b>Contract Start Date:</b> / / (mm/dd/yyyy) | <b>Contract End Date:</b> / / (mm/dd/yyyy) | <input type="checkbox"/> Check, if date changed from the last Schedule A |
|---------------------------------------------|----------------------------------------------|--------------------------------------------|--------------------------------------------------------------------------|

**Purpose:**  Original Standard Agreement  Supplemental Schedule A No.

**Agreement Type:**  Locally Administered Municipality/Sponsor (Contract Payee): Oneida County  
 State Administered Other Municipality/Sponsor (if applicable):

State Administered List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.

|                                        |                 |
|----------------------------------------|-----------------|
| <input type="checkbox"/> Municipality: | % of Cost share |
| <input type="checkbox"/> Municipality: | % of Cost share |
| <input type="checkbox"/> Municipality: | % of Cost share |

**Authorized Project Phase(s) to which this Schedule applies:**  PE/Design  ROW Incidentals  
 ROW Acquisition  Construction/CI/CS

**Work Type:** BR REHAB **County** (If different from Municipality):

**Marchiselli Eligible**  Yes  No (Check, if Project Description has changed from last Schedule A):

**Project Description:** 2016 Bridge NY: Roberts Road over Little Black Creek (BIN 2205940), Bridge Superstructure Replacement, Town of Remsen, Oneida County

**Marchiselli Allocations Approved FOR ALL PHASES** All totals will calculate automatically.

| Check box to indicate change from last Schedule A | State Fiscal Year(s)                | Project Phase |               |                    | TOTAL   |
|---------------------------------------------------|-------------------------------------|---------------|---------------|--------------------|---------|
|                                                   |                                     | PE/Design     | ROW (RI & RA) | Construction/CI/CS |         |
| <input type="checkbox"/>                          | Cumulative total for all prior SFYs | \$ 0.00       | \$ 0.00       | \$ 0.00            | \$ 0.00 |
| <input type="checkbox"/>                          | Current SFY                         | \$ 0.00       | \$ 0.00       | \$ 0.00            | \$ 0.00 |
| Authorized Allocations to Date                    |                                     | \$ 0.00       | \$ 0.00       | \$ 0.00            | \$ 0.00 |

**A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES** For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

| PIN Fiscal Share            | "Current" or "Old" entry indicator | Federal Funding | Total Costs | FEDERAL Participating Share | STATE MARCHISELLI Match | LOCAL Matching Share | LOCAL DEPOSIT AMOUNT (Required only if State Administered) |
|-----------------------------|------------------------------------|-----------------|-------------|-----------------------------|-------------------------|----------------------|------------------------------------------------------------|
|                             | Current                            |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Old                                |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Current                            |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Old                                |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Current                            |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Old                                |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Current                            |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Old                                |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Current                            |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
|                             | Old                                |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |
| <b>TOTAL CURRENT COSTS:</b> |                                    |                 | \$ 0.00     | \$ 0.00                     | \$ 0.00                 | \$ 0.00              | \$ 0.00                                                    |

**NYSDOT/State-Local Agreement – Schedule A**

**B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES** For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

| Other PIN Fiscal Shares     | 'Current' or 'Old' entry indicator | Funding Source | TOTAL       | Other FEDERAL | Other STATE | Other LOCAL |
|-----------------------------|------------------------------------|----------------|-------------|---------------|-------------|-------------|
| 2754.34.121                 | Current                            | STP            | \$69,000.00 | \$65,550.00   | \$0.00      | \$3,450.00  |
|                             | Old                                |                | \$          | \$0.00        | \$0.00      | \$0.00      |
| 2754.34.221                 | Current                            | STP            | \$2,000.00  | \$1,900.00    | \$0.00      | \$100.00    |
|                             | Old                                |                | \$          | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                | \$ 0.00     | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                | \$          | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                | \$ 0.00     | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                | \$          | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                | \$ 0.00     | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                | \$          | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                | \$ 0.00     | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                | \$          | \$0.00        | \$0.00      | \$0.00      |
|                             | Current                            |                | \$ 0.00     | \$0.00        | \$0.00      | \$0.00      |
|                             | Old                                |                | \$          | \$0.00        | \$0.00      | \$0.00      |
| <b>TOTAL CURRENT COSTS:</b> |                                    |                | \$71,000.00 | \$67,450.00   | \$ 0.00     | \$3,550.00  |

|                                            |         |
|--------------------------------------------|---------|
| <b>C. Local Deposit(s) from Section A:</b> | \$ 0.00 |
| <b>Additional Local Deposit(s)</b>         | \$      |
| <b>Total Local Deposit(s)</b>              | \$ 0.00 |

| <b>D. Total Project Costs</b> All totals will calculate automatically. |                              |                        |                  |                        |
|------------------------------------------------------------------------|------------------------------|------------------------|------------------|------------------------|
| Total FEDERAL Cost                                                     | Total STATE MARCHISELLI Cost | Total OTHER STATE Cost | Total LOCAL Cost | Total ALL SOURCES Cost |
| \$67,450.00                                                            | \$ 0.00                      | \$ 0.00                | \$3,550.00       | \$71,000.00            |

|                                                                                        |                                                          |
|----------------------------------------------------------------------------------------|----------------------------------------------------------|
| <b>E. Point of Contact for Questions Regarding this Schedule A (Must be completed)</b> | Name: <u>Tim Lusher</u><br>Phone No: <u>315-793-2450</u> |
|----------------------------------------------------------------------------------------|----------------------------------------------------------|

See Agreement (or Supplemental Agreement Cover) for required contract signatures.





## SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

**Instructions:** Identify the responsibility for each applicable Sub-phase task by entering X in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

### **A1. Preliminary Engineering (“PE”) Phase**

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <u>Responsibility: NYSDOT Sponsor</u> |                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------------------|
| 1. <u>Scoping</u> : Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 3. Smart Growth Attestation (NYSDOT ONLY).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input checked="" type="checkbox"/>   | <input type="checkbox"/>            |
| 4. <u>Preliminary Design</u> : Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 6. Obtain aerial photography and photogrammetric mapping.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 7. Perform all surveys for mapping and design.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 8. <u>Detailed Design</u> : Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work. | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 9. Perform landscape design (including erosion control).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                    | <u>Responsibility: NYSDOT Sponsor</u> |                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------------------|
| 11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.                                                                                                                                                                        | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.                                                                                                                                                                                                                  | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 13. Conduct any required soils and other geological investigations.                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.                                                                                                                                    | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.                                          | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 16. Prepare and execute any required agreements, including: <ul style="list-style-type: none"> <li>- Railroad force account</li> <li>- Maintenance agreements for sidewalks, lighting, signals, betterments</li> <li>- Betterment Agreements</li> <li>- Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities</li> </ul>                                                                  | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.                                                                                                                                                                                                                           | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 18. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).                                                                                         | <input type="checkbox"/>              | <input type="checkbox"/>            |
| 19. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | <input type="checkbox"/>              | <input type="checkbox"/>            |

## **A2. Right-of-Way (ROW) Incidentals**

Phase/Sub-phase/Task

Responsibility: NYSDOT Sponsor

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                   | <u>Responsibility: NYSDOT Sponsor</u> |                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-------------------------------------|
| 1. Prepare ARM or other mapping, showing preliminary taking lines.                                                                                                                                                                                                                                                                                                                                                            | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 2. ROW mapping and any necessary ROW relocation plans.                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 4. Secure Appraisals.                                                                                                                                                                                                                                                                                                                                                                                                         | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 5. Perform Appraisal Review and establish an amount representing just compensation.                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including <i>de minimis</i> determination, as may be applicable. <b>If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.</b>                       | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.                                                                                                                                                          | <input type="checkbox"/>              | <input checked="" type="checkbox"/> |
| 8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).                                                                                         | <input type="checkbox"/>              | <input type="checkbox"/>            |
| 9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | <input type="checkbox"/>              | <input type="checkbox"/>            |

## **B. Right-of-Way (ROW) Acquisition**

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <u>Responsibility: NYSDOT Sponsor</u> |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|
| 1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. <b>If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.</b> | <input type="checkbox"/>              | <input type="checkbox"/> |

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                   | <u>Responsibility: NYSDOT Sponsor</u> |                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|
| 2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.                                                                                                                                                                                                                                           | <input type="checkbox"/>              | <input type="checkbox"/> |
| 3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>              | <input type="checkbox"/> |
| 4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>              | <input type="checkbox"/> |
| 5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.                                                                                  | <input type="checkbox"/>              | <input type="checkbox"/> |
| 6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.                                                                                                                               | <input type="checkbox"/>              | <input type="checkbox"/> |
| 7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.                                                                                         | <input type="checkbox"/>              | <input type="checkbox"/> |
| 8. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).                                                                                         | <input type="checkbox"/>              | <input type="checkbox"/> |
| 9. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions. | <input type="checkbox"/>              | <input type="checkbox"/> |

**C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase**

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                   | <u>Responsibility: NYSDOT Sponsor</u> |                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------|
| 1. Advertise contract lettings and distribute contract documents to prospective bidders.                                                                                                                      | <input type="checkbox"/>              | <input type="checkbox"/> |
| 2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s). | <input type="checkbox"/>              | <input type="checkbox"/> |
| 3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.                                                                                                 | <input type="checkbox"/>              | <input type="checkbox"/> |

| <u>Phase/Sub-phase/Task</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <u>Responsibility: NYSDOT</u> | <u>Sponsor</u>           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------------------------|
| 4. Compile and submit Contract Award Documentation Package.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/>      | <input type="checkbox"/> |
| 5. Review/approve any proposed subcontractors, vendors, or suppliers.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <input type="checkbox"/>      | <input type="checkbox"/> |
| 6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.                                                                                                                                                   | <input type="checkbox"/>      | <input type="checkbox"/> |
| 7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/>      | <input type="checkbox"/> |
| 7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project. | <input type="checkbox"/>      | <input type="checkbox"/> |
| 7c. For projects that fall under both 7a and 7b above, check boxes for each.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                               |                          |
| 8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>      | <input type="checkbox"/> |
| 9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.                                                                                                                                                                                                                                                                                                                                                      | <input type="checkbox"/>      | <input type="checkbox"/> |
| 10. The American Recovery and Reinvestment Act (ARRA) projects require additional extensive reporting. The Municipality/Sponsor must include in its construction contract the additional ARRA reporting requirements related to the weekly employment during Construction or as modified by the Federal Highway Administration (FHWA).                                                                                                                                                                                                                                                                                                | <input type="checkbox"/>      | <input type="checkbox"/> |
| 11. Pursuant to Title IX, Section 902 of the ARRA, the U.S. DOT Comptroller General and his representatives are authorized to: 1) examine any records of the contractor, or any records of its subcontractors, that directly pertain to and involve transactions relating to the contract or subcontract, and 2) interview any officer or employee of the contractor or any of its subcontractors regarding such transactions.                                                                                                                                                                                                        | <input type="checkbox"/>      | <input type="checkbox"/> |
| 12. Review and approve all shop drawings, fabrication details, and other details of structural work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/>      | <input type="checkbox"/> |

**Phase/Sub-phase/Task**

**Responsibility: NYSDOT Sponsor**

- |                                                                                                                                                                                                                                                                                                                                                                                                    |                          |                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|
| 13. Administer all construction contract claims, disputes or litigation.                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> | <input type="checkbox"/>            |
| 14. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.                                                     | <input type="checkbox"/> | <input type="checkbox"/>            |
| 15. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**



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## STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

- 1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
- 2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
- 3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
- 4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS).** 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](mailto: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](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable,

Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of

the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:  
<http://www.ogs.ny.gov/about/reggs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state

agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

## APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
  - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



**APPENDIX B**  
**REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS**  
*(June 2016)*

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its Procedures for Locally Administered Federal-Aid Projects Manual (available through NYSDOT's web site at: <http://www.dot.ny.gov/plafap>). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: <http://www.fhwa.dot.gov/programadmin/contracts/1273.htm>).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

**NON DISCRIMINATION/EEO/DBE REQUIREMENTS**

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.
2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsors contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

### **FEDERAL SINGLE AUDIT REQUIREMENTS**

Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations. Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than the amount above in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency<sup>1</sup> the New York State Department of Transportation, the New York State Comptrollers Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit

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<sup>1</sup> The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

## **THE CATALOG OF FEDERAL DOMESTIC ASSISTANCE**

The Catalog of Federal Domestic Assistance (CFDA<sup>2</sup>), is an on-line database of all Federallyaided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

## **THE CFDA IDENTIFICATION NUMBER**

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

**The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.**

**Additional CFDA numbers for other transportation and non-transportation related programs are:**

**20.215 Highway Training and Education 20.219 Recreational Trails Program  
20.XXX Highway Planning and Construction - Highways for LIFE; 20.XXX  
Surface Transportation Research and Development; 20.500 Federal Transit-Capital  
Investment Grants 20.505 Federal Transit-Metropolitan Planning Grants 20.507  
Federal Transit-Formula Grants 20.509 Formula Grants for Other Than Urbanized Areas  
20.600 State and Community Highway Safety 23.003 Appalachian Development  
Highway System 23.008 Appalachian Local Access Roads**

## **PROMPT PAYMENT MECHANISMS**

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

- (a)** You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.
- (b)** You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:
  - (1)** You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

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<sup>2</sup> <http://www.cfda.gov/>

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

### **CARGO PREFERENCE ACT REQUIREMENTS – U.S. FLAG VESSELS**

In accordance with 46 CFR 381, the contractor agrees:

(a) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(b) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(c) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

SAMPLE BRIDGE NY RESOLUTION BY MUNICIPALITY

(Locally Administered Project)

RESOLUTION NUMBER: \_\_\_\_\_

**Authorizing the implementation, and funding in the first instance 100% of the Federal-aid and State-aid eligible costs, of a federal-aid and/or state-aid transportation project, and appropriating funds therefore.**

**Whereas, Sponsor will design, let and construct the "Project".**

WHEREAS, a Project for the **2016 Bridge NY: Roberts Road over Little Black Creek (BIN 2205940), Bridge Superstructure Replacement, Town of Remsen, Oneida County, P.I.N. 2754.33** (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of **95%** Federal funds and **5%** non-federal funds; and

WHEREAS, the **County of Oneida** desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of the Project.

NOW, THEREFORE, the **Board of Legislators**, duly convened does hereby

RESOLVE, that the **Board of Legislators** hereby approves the above-subject Project; and it is hereby further

RESOLVED, that the **Board of Legislators** hereby authorizes the **County of Oneida** to pay in the first instance 100% of the federal and non-federal share of the cost of the Project or portions thereof; and it is further

RESOLVED, that the **Board of Legislators** hereby agrees that the **County of Oneida** shall be responsible for all cost of the Project which exceed the amount of the NY Bridge Funding awarded to the **County of Oneida**.

RESOLVED, that the sum of **\$548,063.00** is hereby appropriated from \_\_\_\_\_ [or, appropriated pursuant to \_\_\_\_\_] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the Project exceeds the amount appropriated above, the **Board of Legislators** shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the **New York State Department of Transportation** thereof, and it is further

RESOLVED, that the **County of Oneida** hereby agrees that construction of the Project shall begin no later than eighteen (18) months after award and that the project shall be completed within THREE years of commencing construction; and it is further

RESOLVED, that the **County Executive** of the **County of Oneida** be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or State-Aid on behalf of the **County of Oneida** with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.



ONEIDA COUNTY DEPARTMENT OF WATER QUALITY & WATER POLLUTION CONTROL

51 Leland Ave, PO Box 442, Utica, NY 13503-0442
(315) 798-5656 wpc@ocgov.net FAX 724-9812

Anthony J. Picente, Jr. County Executive

Steven P. Devan, P.E. Commissioner

March 10, 2017

The Honorable Anthony J. Picente, Jr. Oneida County Executive 800 Park Ave. Utica, NY 13501

APR 20 17 165 Reviewed and Approved for submittal to the Oneida County Board of Legislators by Anthony J. Picente, Jr. County Executive Date 4/6/17

Re: Easement Andrew and Megan Lachut Sauquoit Creek Force Main

WAYS & MEANS

Dear County Executive Picente:

The Oneida County Department of Law in conjunction with this Department and its consultants are in the process of obtaining permission from property owners to run the new Sauquoit Creek Force Main through their property. These permissions will be in the form of easements, permits or license agreements.

This easement between Andrew and Megan Lachut and Oneida County for two (2) parcels of land is now ready for execution. It must be approved by the Oneida County Board of Legislators.

I am available to meet with you at your convenience to discuss this request and explain it in more detail. I respectfully request that this item got to the Board of Legislators at their April 12th meeting. Thank you for your consideration in this matter.

Sincerely, THE ONEIDA COUNTY DEPARTMENT OF WATER QUALITY AND WATER POLLUTION CONTROL

[Handwritten signature]

Steven P. Devan, P.E. Commissioner

Cc: Peter M. Rayhill, Esq. - Oneida County Attorney Karl E. Schrantz, P.E. - O'Brien and Gere Engineering John Waters, WQ&WPC

Attachments: Proposed Easement Contract Summary Sheet

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other  X

**ONEIDA COUNTY BOARD OF LEGISLATORS  
CONTRACT SUMMARY**

**Name & Address of Vendor:** Andrew and Megan Lachut  
19 Cone Circle  
New Hartford, NY 13413

**Title of Activity or Service:** Easement

**Proposed Dates of Operation:** Upon execution then forever

**Client Population/Number to be Served:** 110,000 people

**Summary Statements**

**1) Narrative Description of Proposed Services:** This is an easement for two (2) parcels owned by Andrew and Megan Lachut so that the Sauquoit Creek Pumping Station force main can be constructed through it.

**2) Program/Service Objectives and Outcomes:** Construct the force main through two (2) parcels owned by Andrew and Megan Lachut.

**3) Program Design and Staffing:** Department staff will oversee this easement.

**Total Funding Requested:** \$1.00                      **Account #:** G8110.495

**Oneida County Dept. Funding Recommendation:** \$1.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** Funding for this easement will be provided by the Department operating budget, G8110.495.

**Cost Per Client Served:** N/A

**Past Performance Data:** The County currently has an existing easement with this property owner for the existing force main.

**O.C. Department Staff Comments:** This easement must be obtained as soon as possible so that construction can be bid on the Sauquoit Creek Pumping Station force main project.



## EASEMENT

This agreement, made the \_\_\_ day of February 2018, by and between ANDREW LACHUT AND MEGAWA LACHUT (hereinafter referred to as the "Grantor") and the 19 CONE CIR OF E, NEW HARTFORD, N.Y County of Oneida, a municipal corporation located at 800 Park Avenue, Utica, New York (hereinafter referred to as the "Grantee").

## WITNESSETH

**WHEREAS**, the Grantee is about to construct a force main and other improvements for the benefit of the residents of Oneida County; and

**WHEREAS**, the Grantor is the owner of the land, hereinafter described, in which the force main is required to pass, cross or encroach.

**NOW, THEREFORE**, the Grantee, in consideration of ONE DOLLAR and 0/100 (\$1.00) paid to the Grantor, and other good and sufficient consideration, receipt of which is hereby acknowledged, does hereby grant, convey and release to the County of Oneida, its successors and assigns, forever, the right, privilege, authority and easement to enter upon, construct and install, maintain, operate, inspect, repair, protect, replace, relocate, reconstruct, change the size of and remove, upon, across and under the land and property located in the Town of Whitestown, County of Oneida, State of New York, described on Schedule A attached hereto.

In the exercise of such rights:

1. The County shall, at the completion of its improvements, replace and reinstall any existing installations of paving and other permanent or temporarily installed property appurtenances, damaged or moved as a result of the work of the County, to a condition equal to that which existed prior to the County's work.
2. The County agrees to give the Grantor at least 36-hour notice prior to commencing the initial construction and any maintenance or repairs to the sewer line, except for any emergency situations.
3. The County further covenants and agrees to hold the Grantor harmless for and indemnify said Grantor against any claims, damages or lawsuits that may arise from the construction, reconstruction, installation, maintenance, inspection or repair of the subject underground pipes, lines, laterals and accessories as performed by the County, its employees, agents or assigns.
4. The Grantor also grants to the County the right of ingress and egress to and from the subject parcels for the purpose of installing and/or maintaining, replacing or repairing the subject sewer line.

IN WITNESS WHEREOF, the Owner hereby warrants and represents to the County that they are lawfully seized and possessed of the real property above described, and they have a good and lawful right to convey it, and any part thereof, including the rights conveyed by this instrument, and that they will forever warrant and defend the title thereto against the claims of all persons whomsoever and, accordingly, has hereunto set their hand and seal the day and year first above written.

GRANTOR  
By: Megan Lachut  
MEGAN LACHUT

Grantor  
By: Andrew Lachut  
ANDREW LACHUT

Grantee: County of Oneida  
By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive

STATE OF NEW YORK)

ss:

COUNTY OF ONEIDA)

On Feb 20, 2017 before me, the undersigned, a Notary Public in and for this State, personally appeared Adam Lachut, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Michele Rowland  
Notary Public

Michele Rowland  
Notary Public, State of New York  
Appointed in Herkimer County  
Reg.#01RO6342182  
My Commission Expires: 7/16/2020

Approved

By: \_\_\_\_\_  
Peter M. Rayhill  
Oneida County Attorney

Approved by the Oneida County Board of Legislators on \_\_\_\_\_, 2016  
by Resolution Number \_\_\_\_\_.

STATE OF NEW YORK)

ss:

COUNTY OF ONEIDA)

On \_\_\_\_\_ before me, the undersigned personally came Anthony J. Picente, Jr., to me personally known, who by me duly sworn, did depose and say that he resides in the County of Oneida, New York, that he is the County Executive of the County of Oneida, the municipal corporation described in and which executed the within instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, and that it was so affixed by order of the Oneida County Board of Legislators, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )

ss:

COUNTY OF ONEIDA

On Feb 21, 2017 before me, the undersigned, a Notary Public in and for this State, personally appeared Megan Lachut, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Michele Rowland  
Notary Public

Michele Rowland  
Notary Public, State of New York  
Appointed in Herkimer County  
Reg.#01RO6342182  
My Commission Expires: 5/16/2020

September 16, 2016

DLM No. 14-010

PROPOSED DESCRIPTION**RICHARD C. CIRASUOLO**Parcel 2

**ALL THAT TRACT, PIECE OR PARCEL OF LAND** situate within the Town of Whitestown, County of Oneida and State of New York, as shown on sheet 2 of the map entitled "Permanent & Maintenance Easements to be granted to Oneida County on lands belonging to Richard C. Cirasuolo", designated as Parcel 2, dated September 16, 2016, prepared by D. L. Mowers Land Surveyors & Associates; said Permanent Easement for the operation, maintenance, relocation, replacement, repair and improvement of the 48-inch force main and more particularly described as follows:

**BEGINNING** at a point located at North 1139494.23, East 1168608.43 of the New York State Plane Coordinate System, Central Zone; said point being 113'± distant, measured northeasterly and at right angles from station 12700+68± of the monumented railroad centerline of CSX Transportation, Inc. (reputed owner); said point being at the intersection of the division line between the herein described property on the southeast and the property of Whitestown Association of American Veterans of World War #2, Inc. (reputed owner) on the northwest; said point also being on the northeasterly line of a 40 foot permanent easement for the existing 30 inch force main as shown as Parcel 8A, Map 8-1, E-02 entitled "Oneida County Sewer District, Sauquoit Creek Force Main Town of Whitestown, Oneida County", dated December 14, 1967, prepared by Dale Engineering Company;

Thence North 30° 44' 35" East, along the last mentioned division line, a distance of 40.07 feet to a point;

Thence South 62° 28' 08" East, through the property of Richard C. Cirasuolo (reputed owner) a distance of 1101.76 feet to a point; said point located at the intersection of the last mentioned course with the division line between the herein described property on the northwest and the property of Richard C. Cirasuolo, Martin R. Cirasuolo, Rita Cirasuolo (reputed owners) on the southeast;

Thence South 29° 13' 50" West, along the last mentioned division line, a distance of 40.02 feet to a point; said point being 113'±, measured northeasterly and at right angles from station 12689+66± of the monumented railroad centerline of CSX Transportation, Inc. (reputed owner); said point also being on the northeasterly line of said 40-foot permanent easement for the existing 30-inch force main;

*Schedule A (4 pages)*

Thence North 62° 28' 08" West, continuing through the property of Richard C. Cirasuolo, Martin R. Cirasuolo, Rita Cirasuolo (reputed owners) a distance of 1102.82 feet to the point of beginning, containing 44,091± square feet or 1.012 acres, more or less.

**TOGETHER WITH:** A Maintenance Easement, having a maximum width of forty (40) feet, being northeasterly of, adjacent to and parallel with the aforesaid permanent easement and shall be used for the purpose of ingress and egress, construction, erecting, installing, and stock piling of material and maintaining the 48-inch force main during its existence and shall be exercised in, on, and over said parcel of land.

September 16, 2016

DLM No. 14-010

PROPOSED DESCRIPTION

**RICHARD C. CIRASUOLO, MARTIN R. CIRASUOLO  
AND RITA CIRASUOLO**

Parcel 3

**ALL THAT TRACT, PIECE OR PARCEL OF LAND** situate within the Town of Whitestown, County of Oneida and State of New York, as shown on sheet 3 of the map entitled "Permanent & Maintenance Easements to be granted to Oneida County on lands belonging to Richard C. Cirasuolo, Martin R. Cirasuolo and Rita Cirasuolo", designated as Parcel 3, dated September 16, 2016, prepared by D. L. Mowers Land Surveyors & Associates; said Permanent Easement for the operation, maintenance, relocation, replacement, repair and improvement of the 48-inch force main and more particularly described as follows:

**BEGINNING** at a point located at North 1138984.48, East 1169586.36 of the New York State Plane Coordinate System, Central Zone; said point being 113'± distant, measured northeasterly and at right angles from station 12689+66± of the monumented railroad centerline of CSX Transportation, Inc. (reputed owner); said point located at the intersection of the division line between the herein described property on the southwest and the property of Richard C. Cirasuolo (reputed owner) on the northwest; said point being on the northeasterly line of an existing 40 foot permanent easement for the existing 30 inch force main as shown on Map 82, Parcel 8B, 8C & 8D entitled "Oneida County Sewer District, Sauquoit Creek Force Main Town of Whitestown, Oneida County", dated August 25, 1967, prepared by Dale Engineering Company;

Thence North 29° 13' 50" East, along the last mentioned division line, a distance of 40.02 feet to a point:

Thence South 62° 28' 08" East, through the property of Richard C. Cirasuolo, Michael R. Cirasuolo and Rita Cirasuolo (reputed owners) a distance of 645.39 feet to a point; said point located at the intersection of the last mentioned course with the division line between the herein described property on the northwest and the property of Oneida County Planning Department (reputed owner) on the southeast;

Thence South 27° 54' 20" West, along the last mentioned division line, a distance of 40.00 feet to a point, said point being 113'± distant, measured northeasterly and at right angles from station 12703+19± of the monumented railroad centerline of CSX Transportation, Inc. (reputed owner); said point also being at the northeast corner of said 40-foot permanent easement for the existing 30-inch force main;

Thence North 62° 28' 08" West, through the property of Richard C. Cirsuolo, Michael R. Cirsuolo and Rita Cirsuolo (reputed owners) and along the existing northeasterly line of said permanent easement for the 30-inch force main, a distance of 646.32 feet to the point of beginning, containing 25,834± square feet or 0.593 acre, more or less.

**TOGETHER WITH:** A Maintenance Easement, having a maximum width of forty (40) feet, being northeasterly of, adjacent to and parallel with the aforesaid permanent easement and shall be used for the purpose of ingress and egress, construction, erecting, installing, stock piling of material and maintaining the 48-inch force main during its existence and shall be exercised in, on, and over said parcel of land.



**ONEIDA COUNTY DEPARTMENT OF LAW**

Oneida County Office Building  
800 Park Avenue ♦ Utica, New York 13501-2975  
(315) 798-5910 ♦ Fax (315) 798-5603

**ANTHONY J. PICENTE JR.**  
COUNTY EXECUTIVE

**PETER M. RAYHILL**  
COUNTY ATTORNEY

FN 20 17-166

March 20, 2017

**READ & FILED**

Mikale Billard  
Clerk – Oneida County Board of Legislators  
800 Park Avenue  
Utica, New York 13501

Re: §24(3) of New York State Executive Law

Dear Mr. Billard:

Please find enclosed one executed original Proclamation declaring a County-wide State of Emergency.

Please file this in your office in accordance with §24 of New York State Executive Law.

Should you have any questions or require any further information, please do not hesitate to contact me.

Regards,

  
Peter M. Rayhill





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

A State of Emergency is hereby declared in Oneida County effective at  
4:00PM on 3/14/17

This State of Emergency has been declared due to:

Severe Winter Weather

This State of Emergency will remain in effect until rescinded by a subsequent order.

As the County Executive of Oneida County, I, Anthony J. Picente Jr., exercise the authority given me under Section 24 of the New York State Executive Law, to preserve the public safety and hereby render all required and available assistance vital to the security, well being and health of the citizens of this County.

I hereby direct all departments and agencies of Oneida County to take whatever steps necessary to protect life and property, public infrastructure and provide such assistance deemed necessary.

  
\_\_\_\_\_  
(Signature)

Anthony J. Picente Jr.  
\_\_\_\_\_  
(Printed Name)

Oneida County Executive  
\_\_\_\_\_  
(Title)

March 14, 2017  
\_\_\_\_\_  
(Date)



**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

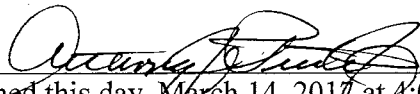
## EMERGENCY ORDER

Local Emergency Order for Oneida County, NY:

I, Anthony J Picente, Jr. County Executive of Oneida County, NY, in accordance with a declaration of Emergency issued on March 14, 2017 at 4:00 pm, and pursuant to Section 24 of the New York State Executive Law, do hereby order a travel ban from 6PM on March 14, 2017 - 6AM on March 15, 2017.

This order may also be renewed.

Failure to obey this order is a criminal offense, punishable by law under New York State Executive Law Section 25(5).

  
Signed this day, March 14, 2017 at 4:00 pm Oneida County, NY

\_\_\_\_\_  
Witness



Anthony J. Picente, Jr., County Executive

Robin E. O'Brien, Commissioner



120 Airline Street  
Suite 200  
Oriskany, New York 13424

Phone: (315) 768-3660  
Fax: (315) 768-3670  
Website: www.ocgov.net  
Email: mentalhealth@ocgov.net

FN 20 17-167

March 27, 2017

HEALTH & HUMAN SERVICES

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

**WAYS & MEANS**

Anthony J. Picente, Jr.  
County Executive

Date 4/3/17

Dear Mr. Picente:

I am forwarding four (4) copies of the Purchase of Services Agreement between the Oneida County Department of Mental Health and **Upstate Cerebral Palsy, Inc.** for your review and signature.

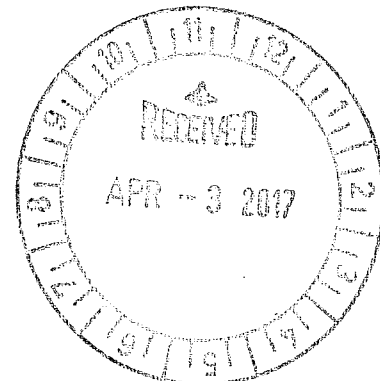
The amount of this Agreement is one million twenty-nine thousand one hundred one dollars **\$1,029,101.00** for the **2017** year. This amount reflects **100%** State Aid Funding.

Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Robin E. O'Brien  
Commissioner

REO/ts  
Encs.



Oneida Co. Department: Mental Health

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_  
Other  X

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Upstate Cerebral Palsy, Inc.  
1020 Mary Street  
Utica, NY 13501

**Title of Activity or Service:** Psychosocial Clubhouse  
Supported Housing/Case Management  
Mentally Ill Chemical Abuse Network (MICA)  
Assisted Competitive Employment (ACE)  
Ongoing Integrated Supported Employment (OISE)  
Advocacy

**Proposed Dates of Operation:** January 1, 2017 through December 31, 2017

**Client Population/Number to be Served:** Adults and Children with a serious and persistent mental illness.

**Summary Statements**

**1) Narrative Description of Proposed Services:**

**a. Psychosocial Club**

For individuals diagnosed with a major mental illness and functional deficits in the general life areas of socializing, employment and/or education and living environments.

**b. Supported Housing/Case Management**

Supported Housing services assist consumers in locating and securing mainstream housing of their choice and accessing the supports necessary to live successfully in the community.

**c. Mentally Ill Chemical Abuse Network (MICA)**

Assists the homeless with a co-diagnosis along with substance abuse, live successfully in the community.

**d. Assisted Competitive Employment (ACE)**

Temporary, short-term supports to individuals interested in returning to the workforce.

**e. Ongoing Integrated Supported Employment (OISE)**

Competitive employment in integrated community settings with supports.

**f. Advocacy**

Linkage to mental health legal services or access to peer services.

**2) Program/Service Objectives and Outcomes:**

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives.

**3) Program Design and Staffing**

All services are licensed by the NYS Office of Mental Health (OMH), as applicable. Assisted Competitive Employment is monitored and certified through the NYS Education Department Bureau of Vocational & Educational Services for Individuals with Disabilities (ACCESS-VR). All programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of Budget (DOB) and in conjunction with guidelines and regulations.

**Total Funding Requested:** \$1,029,101.00

**Account #A4310.49517**

**Oneida County Dept. Funding Recommendation:** \$1,029,101.00

**Proposed Funding Sources (Federal \$/ State \$/County \$):** State \$1,029,101.00

**Cost Per Client Served:** (N/A)

**Past Performance Data:** (N/A)

**O.C. Department Staff Comments:** (N/A)

## AGREEMENT

THIS AGREEMENT between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, having its principal offices at 800 Park Avenue, Utica, New York 13501, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424, hereinafter collectively referred to as the "County," and UPSTATE CEREBRAL PALSY, INC., a domestic not-for-profit corporation organized and existing under the laws of the State of New York, having its principal office located at 1020 Mary 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 mutual promises made herein, the parties hereto agree as follows:

1. The term of this Agreement shall be from January 1, 2017 through December 31, 2017 or until terminated according to the termination requirements contained within this Agreement.
2. The **Provider Agency** shall:
  - (A) Provide Psychosocial Club Services for individuals with a major mental illness, to include a focus on socializing, employment and/or education and living environments;
  - (B) Provide Supported Housing to assist consumers in locating and securing housing, and providing supports to include financial assistance with security deposits, and purchasing furniture. Case Management Services will include assistance in choosing housing, negotiating leases, financial consultations, assistance in daily living and linkage to needed services;
  - (C) Facilitate Mentally Ill Chemical Abuser (MICA) Network Case Management Services to dually diagnosed homeless individuals. Services will include the provision of support, advocacy, and linkage to treatment to avoid contacts with the

criminal justice system and prevent homelessness;

(D) Facilitate temporarily, short-term supports to individuals interested in returning to the workforce through Assisted Competitive Employment Services. Services include intake/assessment, information and referral, job readiness skills, and job coaching;

(E) Provide Ongoing Integrated Supported Employment Services by securing competitive employment, providing on-site coaching, employer consultation, supports in integrated community settings;

(F) Provide Advocacy Services to seriously and persistently mentally ill adults on an individualized and as needed basis, 24 hours a day, 7 days a week. Services will include linkage to mental health legal services and/or access to peer services.

3. For the Services provided, County will reimburse the provider Agency a maximum of One Million Twenty-Nine Thousand One Hundred One Dollars and no cents (\$1,029,101.00) during the term of this Agreement. 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 hereof as Appendix A is the Provider Agency's Contract Budget for the term of this Agreement.

4. Referrals to the Provider Agency. The Provider Agency shall accept referrals for the services provided under this Agreement either from the County's (SPOA/A) or through Health Home Network, Inc.

(A) If the Provider Agency accepts a referral through Health Home Network, Inc., the Provider Agency shall promptly provide a copy of that referral to the County.

(B) If the Provider Agency declines a referral from Health Home Network, Inc. because it is inappropriate for the Provider Agency to service, then the Provider Agency shall provide prompt notice of such declination to the County.

(C) On a monthly basis, the Provider Agency shall provide the County with the following lists. Each list shall include the client's assigned care management agency and the client's demographic information, including the client's name and date of birth.

(i) A list of all cases that are currently open to the Provider Agency, whether referred to the Provider Agency by the SPOA/A or the Health Home Network, Inc.; and

(ii) A list of all cases that have been closed by the Provider Agency since the last monthly report.

5. 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.

6. 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; and attendance and cooperation with various ad hoc work groups of the subcommittee.

7. Independent Contractor Status.

(A) It is expressly agreed that the relationship of the Provider Agency to the County shall be that of an Independent Contractor. The Provider Agency and its employees shall not be considered employees of the County for any purpose including, but not limited to, claims for unemployment insurance, worker's compensation, retirement, or health benefits. The Provider Agency and its employees, in accordance with their status as an independent contractor, covenant and agree that they will conduct themselves in accordance with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Department by reason thereof and that they will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County.

(B) Provider Agency warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. Provider Agency and County agree that Provider Agency is free to undertake other work arrangements during the term of this Agreement, and may continue to make his or her services available to the public.

(C) The Provider Agency shall not be eligible for compensation from the County due to a) illness; b) absence due to normal vacation; c) absence due to attendance at school or special training or a professional convention or meeting.

(D) Provider Agency acknowledges and agrees that neither Provider Agency, nor its employees, shall be eligible for any County employee benefits, including retirement membership credits.

(E) Provider Agency shall be solely responsible for applicable taxes for all compensation paid to Provider Agency or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider Agency's self-employment, sole proprietorship or other form of business organization, and with respect to its employees, including payroll deductions, worker's compensation insurance, and provision of health insurance where required. The County shall not be responsible for withholding from the payments provided for services rendered for State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA). Provider Agency shall provide proof of worker's compensation insurance, where applicable, prior to execution of this Agreement.

(F) The Provider Agency shall indemnify and hold the County harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.

(G) If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider Agency's Independent Contractor status, it is agreed that both the County and the Provider Agency shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

(H) The Provider Agency agrees to comply with Federal and State Laws as



supplemented in the Department of Labor regulation and any other regulations of the Federal and State entities relating to such employment and Civil Rights requirements.

8. 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.

9. 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 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.

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 (e.g., 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 1<sup>st</sup>.

(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 15th.

(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, in connection with this Agreement.

14. 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 and \$2,000,000 aggregate coverage. In addition, the Provider Agency shall obtain and maintain professional liability insurance satisfactory to the County with a minimum of \$1,000,000 per occurrence coverage and \$2,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain umbrella liability insurance satisfactory to the County with a minimum of \$5,000,000 per occurrence coverage and \$5,000,000 aggregate coverage. Further, the Provider Agency shall obtain and maintain commercial automobile liability insurance satisfactory to the County with a minimum of \$1,000,000 combined single limit, such coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. Further, the Provider Agency shall obtain and maintain Workers Compensation and Employers Liability insurance at the statutory limits in the State

of New York. The County of Oneida must be named as an "Additionally Insured" on a "primary and non-contributing basis" as part of the Provider Agency's insurance policies. Proof of all three types of insurance coverage 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 requirements listed above. Failure to provide proof of insurance is a basis for the County to seek the immediate termination of this Agreement.

15. The Provider Agency waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Professional Liability, or Workers Compensation and Employers Liability insurance maintained per requirements stated above.

16. 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.

(A) 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.

(B) 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.

(C) 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.

17. 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.

(A) 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.

(B) Accordingly, as a condition of and in consideration of access to confidential

information, the Provider Agency promises that:

(i) They will use confidential information only as needed to perform the duties outlined in the "Scope of Services" above for the Oneida County Department of Mental Health and the Tier I program. This means, among other things, that:

(a) The Provider Agency will only access confidential information for which there is a need to know; and

(b) The Provider Agency will not in any way divulge, copy, release, sell, loan review, alter or destroy any confidential information except as properly authorized.

(c) The Provider Agency will not misuse confidential information or carelessly handle confidential information.

(ii) 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.

(iii) 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.

(iv) 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.

(v) 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.

(vi) 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.

18. 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 "Program Requirements For Social Services" found at 18 NYCRR Part 403, and the confidentiality and disclosure requirements of New York State Public Health Law Section 2782, they shall be informed of the penalties and fines for any re-disclosure found to be in violation of New York State Law and/or Regulations.

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.”

19. The Provider Agency agrees that as mandated reporters, all instances of suspected child abuse, neglect, and/or maltreatment, will be reported to the New York Statewide Central Register as required by law. Each verbal report to the Statewide Central Register shall be followed by the submission of completed Form 2221A (“Report of Suspected Child Abuse or Maltreatment”) to the local Department of Social Services. The family will be informed in advance of the decision to file a report with the Statewide 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 Statewide Central Register.

20. The Provider Agency is solely responsible for paying all of his/her business expenses related to furnishing the services described herein, and shall not be reimbursed the cost of travel, equipment, tools, office space, support services or other general operating expenses.

21. The Provider Agency shall not be required to attend or undergo any training by the County. The Provider Agency shall be fully responsible for his or her own training necessary to maintain any licenses or certifications to perform the services described herein, and shall be solely responsible for the cost of the same.

22. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

23. 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.

24. Annexed hereto and made a part hereof as Appendix A (Contract Budget) and Appendix B (Standard Oneida County Contract Addendum), which are additional terms, covenants and conditions that the respective parties agree to be bound by and follow as part of this Agreement.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]

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: Robin E. O'Brien  
Robin E. O'Brien  
Commissioner, Department of Mental Health

03-29-2017  
Date

**UPSTATE CEREBRAL PALSY, INC.**

By: Andrew K. Ward  
Andrew K. Ward, Esq., President  
Board of Directors

3-24-17  
Date

By: Louis Tehan  
Louis Tehan, President and CEO

3-22-17  
Date

Approved  
Oneida County Attorney

By: \_\_\_\_\_  
Raymond F. Bara  
Assistant County Attorney

Upstate Cerebral Palsy, Inc.

APPENDIX A  
CONTRACT BUDGET 2017

|                                                 |                       |                 |                       |
|-------------------------------------------------|-----------------------|-----------------|-----------------------|
| OMH                                             |                       |                 |                       |
| Total State Aid                                 | \$1,029,101.00        |                 |                       |
| County Funds                                    | \$0.00                |                 |                       |
| <b>TOTAL FUNDING</b>                            | <b>\$1,029,101.00</b> |                 |                       |
|                                                 |                       | No. of Payments | Total Amount          |
| Monthly Voucher Amount January through November | \$85,758.00           | 11              | \$943,338.00          |
| Final Voucher Amount for December               | \$85,763.00           | 1               | \$85,763.00           |
|                                                 |                       |                 | <b>\$1,029,101.00</b> |

**STANDARD ONEIDA COUNTY CONTRACT ADDENDUM**

**THIS ADDENDUM**, entered into on this 1 day of January, between the County of Oneida, hereinafter known as **COUNTY**, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as **CONTRACTOR**.

**WHEREAS**, County and Contractor have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the "Contract"), and

**WHEREAS**, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which County is a party, now, and thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

**1. Executory or Non-Appropriation Clause.**

The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

**2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.**

Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority's service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

**3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.**

a. **Lobbying.** As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:



1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
  2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
  3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
    - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - c. Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    - d. Have not within a three-year period, preceding this Contract, had one or more public transactions (Federal, State, or local) for cause or default; and
  2. Where the Contractor is unable to certify any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. The Contractor will or will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an on-going drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The Contractor's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance program; and
    4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
  - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
    1. Abide by the terms of the statement; and
    2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
  - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
  - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
    1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.

Place of Performance (street, address, city, county, state, zip code).

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d. **Drug-Free Workplace (Contractors who are individuals).** As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

**4. Health Insurance Portability and Accountability Act (HIPAA).**

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

d. The Contractor agrees that this contract may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

3. There is a material change in the business practices and procedures of the County.

e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.

**5. Non-Assignment Clause.**

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

**6. Workers' Compensation Benefits.**

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**7. Non-Discrimination Requirements.**

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any

employee hired for the performance of work under this Contract. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**8. Wage and Hours Provisions.**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

**9. Non-Collusive Bidding Certification.**

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

**10. Records.**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an

office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

#### **11. Identifying Information and Privacy Notification.**

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

#### **12. Conflicting Terms.**

In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Addendum, the terms of this Addendum shall control.

**13. Governing Law.**

This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**14. Prohibition on Purchase of Tropical Hardwoods.**

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

**15. Compliance with New York State Information Security Breach and Notification Act.**

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

**16. Gratuities and Kickbacks.**

a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.



b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## **17. Audit**

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

## **18. Certification of compliance with the Iran Divestment Act.**

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the

responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.