

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Philip M. Sacco
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION May 8, 2019

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

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ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

May 3, 2019

FN 20 19-163

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

WAYS & MEANS

*Replacement
letter*

Honorable Members:

I submit herewith for your approval the appointment of the seven (7) members from the Oneida County Board of Legislators to serve on the Oneida County Fire Advisory Board, with terms expiring December 31, 2019:

Steven Boucher	9812 Twin Road Road, Remsen, New York 13438
Keith Schiebel	4830 Day Road, Vernon, New York 13476
Richard Flisnik	6669 Fox Road, Marcy, New York 13403
Brian Mandryck	9245 Sly Hill Road, Ava, New York 13303
Robert Koenig	7982 Postal Road, Oriskany, New York 13424
Michael Clancy	4932 Old Oneida Road, Verona, New York 13478
Joseph M. Furgol	1122 Jefferson Avenue, Utica, New York 13501

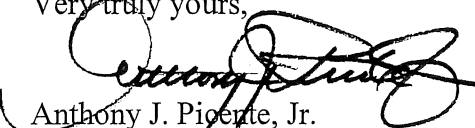
I also submit herewith for you approval the appointment of five (5) members from the Oneida County Volunteer Firemen's Association to serve on the Oneida County Fire Advisory Board:

Tom Dwyer – New York Mills Fire Department	Term Expiring December 31, 2019
Hobart “Phil” Dana – Floyd Fire Department	Term Expiring December 31, 2019
David Glenn – Whitesboro Fire Department	Term Expiring December 31, 2019
Thomas Rothdiener – Oriskany Fire Department	Term Expiring December 31, 2019
Kevin Lansing – Whitesboro Fire Department	Term Expiring December 31, 2020

I respectfully request that you approve their appointments at your earliest convenience.

Thank you.

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive



Oneida County Volunteer Firemen's Association Inc
5485 Trenton Rd
Deerfield NY 13502

December 14, 2018

County Executive Anthony Picente
Oneida County Office Building
800 Park Ave
Utica NY 13501

Dear Mr. Picente

At the regular meeting of the Oneida County Volunteer Firemen's Association on November 15, 2018, it was approved to appoint the following members as our representatives to the Oneida County Fire Advisory Board.

The following terms expire in December 2019
Tom Dwyer – New York Mills Fire Department
Hobart "Phil" Dana – Floyd Fire Department
David Glenn – Whitesboro Fire Department
Thomas Rothdiener – Oriskany Fire Department

The following terms expire in 2020
Kevin Lansing – Whitesboro Fire Department
2 positions unfilled

Any questions can be directed to David Glenn at (315) 534-5048 or ppgpitts@roadrunner.com.

Sincerely,

Andy Frank
Secretary Oneida County Volunteer Firemen's Association

Cc: each member
Oneida County Fire Coordinator Kevin Revere



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

May 6, 2019

FN 20 19-163

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

Additional letter
WAYS & MEANS

Honorable Members:

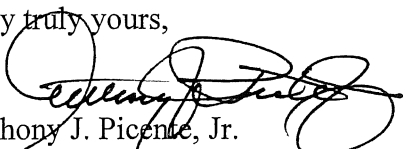
I submit herewith for your approval the appointment of seven (7) members from the Oneida County Fire Chiefs Association to serve on the Oneida County Fire Advisory Board:

Acting Chief Scott Ingersoll – Utica	Term Expiring December 31, 2019
Chief Joe Morosco – Yorkville	Term Expiring December 31, 2019
Chief William DeKing – Bridgewater	Term Expiring December 31, 2019
Past Chief Robert Eaton – Remsen	Term Expiring December 31, 2019
Past Chief Neil Sutherland – Stittville	Term Expiring December 31, 2020
Chief Ronald Brement – Rome	Term Expiring December 31, 2020
Past Chief Gary Schreppe – Clinton	Term Expiring December 31, 2020

I respectfully request that you approve their appointments at your earliest convenience.

Thank you.

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive



Oneida County Fire Chiefs Association
PO Box 47
Stittville, NY 13469
315-865-5514/315.525.2670
William K. Owen III
Secretary ~ Treasurer

May 6, 2019

Dear Morgan,

The list below represents the appointed members of the fire Advisory Board from Oneida County Fire Chiefs Association. This list represents the change of Gary Schreppel replacing Tom Bolanowski and Scott Ingersoll replacing Dale Petrie.

The expiration dates were determined by researching data from 2011.

If you have further questions please call me. In advance, thank you for updating your information.

Member seats expiring in 2019	
Acting Chief Scott Ingersoll	Utica
Chief Joe Morosco	Yorkville
Chief William DeKing	Bridgewater
Past Chief Robert Eaton	Remsen

Member seats expiring in 2020	
Past Chief Neil Sutherland	Stittville
Chief Ronald Bremet	Rome
Past Chief Gary Schreppel	Clinton

Sincerely,

William K. Owen, III

Past Chief William K. Owen, III
OCFCA Secretary/Treasurer



ONEIDA COUNTY BOARD OF LEGISLATORS

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

May 7, 2019

FN 20 19-168

Board of Legislators
800 Park Ave.
Utica, NY 13501

READ & FILED

Honorable Members:

I am writing in regards to "LOCAL LAW INTRODUCTORY "B" OF 2019 REPEALING LOCAL LAW NO. 6 OF 2018 AND ESTABLISHING A SUSTAINABLE ENERGY LOAN PROGRAM (OPEN C-PACE) IN THE COUNTY OF ONEIDA

To ensure that this law takes effect as soon as possible, I am attaching a message of necessity to this Local Law pending passage by Ways and Means, and I am requesting that the waiting period be waived for passage by this Board at the May 8, 2019 board meeting.

Thank you in advance.

Sincerely,

Gerald J. Fiorini
Chairman of the Board

READ & FILED**Petition by Oneida County****Board of Legislators**

F.N. 2019-

A **MEMORIALIZING PETITION OPPOSING** the Farmworker Fair Labor Practices Act in the New York State Legislature.

SPONSORS: Messrs. Schiebel, Mandryck, Joseph, Fiorini, Flisnik, Idzi, Welsh and Koenig, and Mme. Pratt

WHEREAS, as has been widely reported, area farms are ceasing to operate; and

WHEREAS, according to the United State Department of Agriculture, 98 percent of New York State farms are family owned; and

WHEREAS, farming is a highly regulated industry which goes on 24 hours a day, every day of the year; and

WHEREAS, Oneida County farmers provide valuable jobs and are a critical component of our County and region's economy; and

WHEREAS, Oneida County farmers are known to produce great food items that are sold at both local and well-known farmers markets across the Northeast; and

WHEREAS, farm labor is highly competitive, and Oneida County's farmers are respectful and appreciative of their employees; and

WHEREAS, state Sen. Jessica Ramos and Assemblywoman Catherine Nolan have introduced Senate Bill 2837 and Assembly Bill 2750 that would, among other things, provide for collective bargaining rights of farm workers and require overtime pay; and

WHEREAS, the effect of a labor strike on a farm could destroy an entire year's worth of crops, rendering perishable food not edible; and

WHEREAS, according to Farm Credit East, overtime combined with the rising minimum wage would raise labor costs on New York farms by nearly \$300 million and reduce net farm income 23.4 percent; and

WHEREAS, family farming is already on the decline, and making the same less profitable (when it is profitable at all) is a further disincentive to continue family farming operations, when the land farms sit on can be profitably sold and developed for non-agricultural uses; and

WHEREAS, New York's farm families, while local, must deal with competitive global agricultural markets and prices that cannot be passed on to consumers; and

Legislators Supporting Petition

Legislators Opposing Petition

Manuel

B. J.

Howland

R. King

Bin Mandy

Edna P. Walsh

Joe DeKey

Julia Borden

John J. ...

Ann ...

John ...

Mr. ...

...



1101 Sherman Drive
Utica, New York 13501-5394
www.mvcc.edu April 23, 2019

FN 20 19-170

Honorable Anthony Picente
County Executive
800 Park Avenue
Utica, New York 13501

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

Dear *Tony* Mr. Picente:

I am pleased to forward for your review a one-year "rollover" contract that the members of the MVCC Professional Association and the MVCC Board of Trustees have both ratified. This collective bargaining agreement is a straight-forward, one-year extension of the existing contract, which includes a 2.75% salary increase for all bargaining unit members.

Given the transition of personnel in our Human Resources Department, this one-year contract extension is extremely helpful in maintaining operations and a healthy labor-management environment for the College.

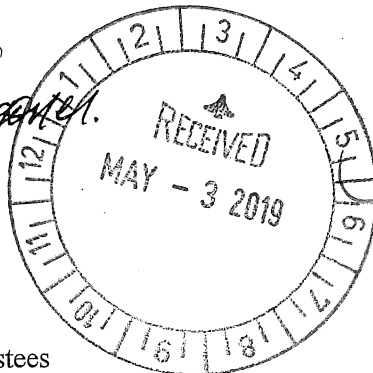
I hope that you will support this collective bargaining agreement and respectfully request that you forward it for expedited review by the Oneida County Board of Legislators. Enclosed are three copies of the contract with original signatures. One is for your records. I would appreciate the return of the other two when they are signed.

If there are any questions about this agreement or about the changes it contains, please do not hesitate to call me directly.

Sincerely,

Randall J. VanWagoner

Randall J. VanWagoner
President



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

Anthony J. Picente, Jr.

Anthony J. Picente, Jr.
County Executive

Date 5-2-19

Enclosures

- cc: MVCC Board of Trustees
- Gerald Fiorini, Chairman of the Board
- Edward Welsh, Chairman, Economic Development Committee
- John Talerico, Commissioner of Personnel
- Tom Keeler, Budget Director
- Mike Billard, Clerk of the Board
- Peter Rayhill, County Attorney
- Amanda Cortese, Assistant County Attorney

Oneida Co. Department: County Attorney

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Mohawk Valley Community College
1101 Sherman Drive
Utica, New York 13501-5394

Title of Activity or Service: Extension of Collective Bargaining Agreement

Proposed Dates of Operation: September 1, 2016 thru August 31, 2020

Client Population/Number to be Served: Members of the MVCC Professional Association

Summary Statements

- 1) **Narrative Description of Proposed Services:** This is a one year extension to a collective bargaining agreement between the members of the MVCC Professional Association, the MVCC Board of Trustees and Oneida County. It sets forth terms of employment, salary and other benefits of the members' employment. The extension provides for a 2.75% salary increase for unit members.
- 2) **Program/Service Objectives and Outcomes:** N/A
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: N/A

Account # N/A

Oneida County Dept. Funding Recommendation: N/A

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

Cost Per Client Served: N/A

Past Performance Data:

O.C. Department Staff Comments: This is an extension to the existing three-year contract that has been ratified by both the MVCC Board of Trustees and the Association.

MEMORANDUM OF AGREEMENT

by and between

THE COUNTY OF ONEIDA

and

THE BOARD OF TRUSTEES OF MOHAWK VALLEY COMMUNITY COLLEGE

(hereinafter collectively referred to as the "College")

and

**THE MOHAWK VALLEY COMMUNITY COLLEGE PROFESSIONAL
ASSOCIATION**

(hereinafter referred to as the "Association")

WHEREAS, the College and the Association are signatories to a collective bargaining agreement (the "Agreement") for the period of September 1, 2016 to August 31, 2019; and

WHEREAS, the parties have reached a settlement for a successive collective bargaining agreement and wish to commit such to writing; and

NOW, THEREFORE, the parties hereto agree that the current Agreement and all terms and conditions of employment set forth therein shall remain in full force and effect except as herein modified:

ARTICLE 17 – TERM

This Agreement shall be effective as of September 1, 2016, and remain in effect through August 31, 2020.

APPENDIX A – SALARIES AND ECONOMIC CONSIDERATION

9.1 Basic Salary Plans.

C. The minimum salary levels for the unit job titles shall be:

	2016-2017	2017 – 2018	2018 – 2019	2019-2020
Instructor	45,999	47,264	48,564	49,900
Asst Prof	50,166	51,545	52,963	54,419
Assoc Prof	55,146	56,663	58,221	59,822
Professor	66,022	67,837	69,703	71,620
Grade 1	35,876	36,863	37,876	38,918

Grade 2	39,65	40,242	41,348	42,485
Grade 3	45,998	47,263	48,563	49,898
Grade 4	48,324	49,653	51,108	52,513
Grade 5	51,601	53,020	54,478	55,976


9.2 Basic Salary Adjustment

A.

4. Each employee who continues in service for the year 2019-20 shall receive a salary increase of 2.75% to be added to the employees 2019-20 base salary effective at the beginning of the employment year as defined in Section 5.3 or as provided in Section 9.2.B.2.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed on the date shown by each of their signatures below.

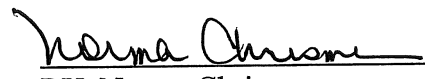
MOHAWK VALLEY COMMUNITY COLLEGE



BY: Camille T. Kahler
Chair, Board of Trustees

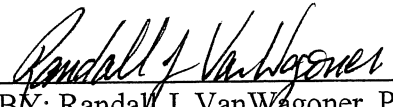
Date 4/9/19

MOHAWK VALLEY COMMUNITY COLLEGE PROFESSIONAL ASSOCIATION



BY: Norma Chrisman
President, Professional Association

Date 4/3/19



BY: Randall J. VanWagoner, Ph.D.
President

Date 4/2/19

County of Oneida

BY: Anthony J. Picente, Jr.
County Executive

Date _____



ONEIDA COUNTY
 DEPARTMENT OF EMERGENCY SERVICES
 FIRE COORDINATOR
 911 CENTER
 STOP DWI PROGRAM

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

April 26, 2019

FN 20 19-171
 PUBLIC SAFETY
 WAYS & MEANS

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

Dear County Executive Picente,

The Department of Emergency Services has received a bill for the Emergency Services tower lease located in New Hartford. This bill is for the last two years plus the current year rental fees. Unfortunately, in the previous years the landowner never submitted this rental expense and as a result the funding in the current year's budget is insufficient.


In order to rectify this situation it is necessary to do a budget transfer in order to cover the additional two years rents.

I therefore request your Board approval for the following 2019 fund transfers:

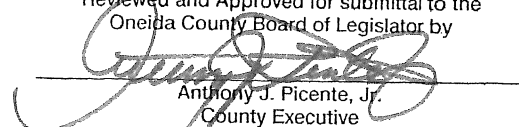
TO:
 AA# A3020.417 - - - Emergency Services – Rent / Lease \$ 14,000

FROM:
 AA# A1992.9 - - - Budget Special Items / Contingency \$ 14,000

Respectfully submitted,


 Kevin Revere
 Director Emergency Services

CC: County Attorney
 Comptroller
 Budget Director

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

 Anthony J. Picente, Jr.
 County Executive
 Date 5-1-19



County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

FN 20 19-172

April 17, 2019

PUBLIC SAFETY

WAYS & MEANS

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

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

Anthony J. Picente, Jr.
County Executive

Date 4-18-19

Dear County Executive Picente:

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

The grant award is \$15,860. Justice Services Inc. is entitled to a commission of the award. The remaining funds will be used for the jail for body cameras and related expenses. I respectfully request that this matter be acted on at the Board of Legislators December's board meeting.

The 2019 Supplemental Appropriation request is as follows:

<u>Increase:</u>	A3110.1951	Fees/Service	\$ 3,489
	A3110.2952	Other Equipment	\$ 5,330
	A3110.492	Computer Software & Licenses	\$ 7,041

This supplemental appropriation will be fully supported by revenue currently held in:

<u>Increase:</u>	A4250	Federal Aid-Alien Assistance	\$15,860
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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



County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Jonathan G. Owens

Chief Deputy Gregory Pflieger
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

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

Sincerely,

Robert M. Maciol,
Oneida County Sheriff

Cc: Tom Keeler, Budget Director
Greg Pflieger, Chief Deputy

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 Lisi

Sheriff Robert M. Maciol

April 17, 2019

FN 20 19-173

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office would like to request a Supplemental Appropriation of Funds of \$800 to be used to purchase Child Safety Seats and related supplies. The Sheriff's Office has been provided funds thru New York State Governor's Traffic Safety Committee (CPS-2019-Oneida Co SO-00132-(033). No County dollars will used for this project.

I respectfully request that this matter be acted on at the June Board of Legislators board meeting.

<u>Expense Account</u>	<u>Amount</u>
A3120.491 Other Materials and Supplies	\$800.00

The Supplemental Appropriation will be fully supported by:

<u>Revenue Account</u>	<u>Amount</u>
A3387 State Traffic Safety Grants	\$800.00

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

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

Anthony J. Picente, Jr.
County Executive

Date 4-18-19

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 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 26, 2019

FN 20 19-174

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

PUBLIC SAFETY

WAYS & MEANS

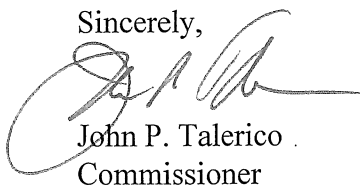
Dear County Executive Picente:

Attached for your review and approval is correspondence from Oneida County Public Defender Frank J. Nebush, Jr., requesting the creation of one (1) new full-time position, Assistant Public Defender I, (Gr 46P Step 2 @ \$77,296) for the NYS Office of Indigent Legal Service Grant, Distribution 8.

As stated in Mr. Nebush's letter, the grant provided funding for a senior attorney for our Counsel at First Appearance (CAFA) program presently being operated at the Central Arraignment Part (CAP) at the Oneida County Correctional facility. Mr. Nebush's office currently has an experienced part-time Assistant Public Defender assigned to CAP who is a veteran Family Court attorney willing to join the office on a full time basis. Given her extensive experience she would also be utilized as an Attorney for the Child (AFC) in the Raise the Age (RTA) cases.

If you concur, I respectfully request that this recommendation be forwarded to the Board of Legislators for their consideration.

Sincerely,



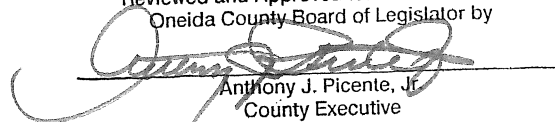
John P. Talerico
Commissioner



Attachments

Copy: Frank J. Nebush, Jr., Public Defender
Peter M. Rayhill, County Attorney

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



Anthony J. Picente, Jr.
County Executive
Date 4-26-19



FRANK J. NEBUSH, JR., ESQ.
Public Defender

ONEIDA COUNTY PUBLIC DEFENDER
CRIMINAL DIVISION

250 Boehlert Center
321 Main St., Utica NY 13501
Phone: (315) 798-5870 Fax: (315) 734-0364

LELAND D. MCCORMAC III, Esq.
Chief Trial Counsel

PATRICK J. MARTHAGE, Esq.
Chief Appellate Counsel

JOHN A. PANZONE, Esq.
Attorney-In-Charge
City Courts and CAFA Sections

Wednesday, April 17, 2019

Mr. John P. Talerico
Oneida County Commissioner of Personnel
800 Park Avenue
Utica, NY 13501

Re: NYS Office of Indigent Legal Service Grant
Distribution #8, Contract No. C800030
Grant Period 1/1/2018 – 12/31/2020
Request to Create a New Position – Assistant Public Defender I

Dear Mr. Talerico:

The NYS Office of Indigent Legal Services (ILS) has approved the above grant for this office and the contract was approved by the Oneida County Board of Legislators on Wednesday, April 10, 2019. Along with renewing funding for prior Distribution #4 and Distribution #5, it provided the funding for a senior attorney for our Counsel at First Appearance Program (CAFA) presently being operated at the Centralized Arraignment Part (CAP) at the Oneida County Correctional Facility. We presently have a full-time First Assistant Public Defender assigned to the CAP Court during weekday evenings and two (2) part-time Assistant Public Defenders assigned on holiday, Saturday and Sunday mornings and evenings. Other assistants are posted in the City Courts of Rome and Utica handling CAP cases during weekday mornings. To supplement the CAP and safeguard its further success, ILS has approved and funded the creation of another full-time First Assistant Public Defender to be assigned to the CAFA Section.

Since we presently have an experienced part-time Assistant Public Defender assigned to CAP who is also a veteran Family Court attorney who is willing to join the office's full-time cadre, we propose placing her in this new position. Given her extensive experience in Family Court, we would also be able to utilize her as an Attorney for the Child (AFC) in Raise the Age (RTA) cases. We anticipate more of these cases going to the Youth Part when the age is again raised to seventeen in October.

Therefore, I respectfully request that an additional position of First Assistant Public Defender, Criminal Division be created to be funded by the NYS Office of Indigent Legal Services.

Sincerely,

Frank J. Nebush, Jr.

Oneida County Public Defender, Criminal Division

Received
ONEIDA
COUNTY
APR 18 2019
PERSONNEL
DEPARTMENT

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

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

Dawn Catera Lupi
First Assistant

Sarah F. DeMellier
Luke C. Davignon
William J. Barry III
Stephanie N. Singe
Paul S. Kelly
Travis J. Yoxall
Maria Murad Blais
Rebecca G. Kelleher
G. Lawrence Dillon

April 22, 2019

FN 20 19-175

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

PUBLIC SAFETY

WAYS & MEANS

Dear Mr. Picente:

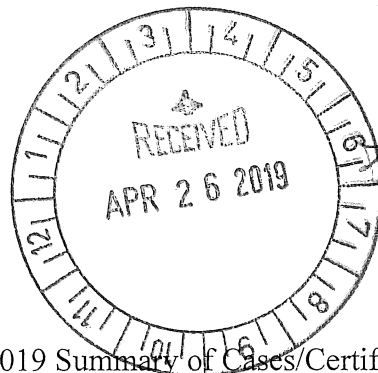
Enclosed please find documents pertaining to the expenses incurred by the Oneida County District Attorney's Office with regard to the investigation and/or prosecution of State of New York inmates.

Please review this material at your earliest convenience and forward it to the Board of Legislatures for their review and approval.

If you have any questions or concerns, please contact my office.

Thank you.

Very truly yours,



Scott D. McNamara
Scott D. McNamara
Oneida County District Attorney

SDM/dmg

Encs. State Billing 2019 Summary of Cases/Certification
State Aid Voucher
Proposed Resolution

Reviewed and Approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 4-26-19

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE



PHYLLIS D. ELLIS, BSN, MS, F.A.C.H.E.
DIRECTOR OF HEALTH

ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138 Email: publichealth@ocgov.net

April 29, 2019

FN 20 19-176

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear County Executive:

The Creating Health Schools and Communities Grant started on October 1, 2018 and runs through September 30, 2019. During the budget process this grant was budgeted using the original amount of \$77,062, but the Department of Health has been notified this grant was actually increased to \$102,032. This increased funding will be spent within the current budget along with the surplus funds left over from the 2018 budget year.

In order to spend this additional grant funds and the 2018 surplus it is necessary to do a supplemental appropriation to increase the various accounts this additional funding will affect.

I therefore, respectfully request your Board to act on this legislation which includes no more County Dollars and request your Board's approval of the following 2019 supplemental appropriation for the General Fund:

TO:

AA# A4010.4115	PH – Health Admin.– HS Office Supplies.....	\$ 500.00
AA# A4010.4555	PH – Health Admin.– HS Travel.....	1,000.00
AA# A4010.4115	PH – Health Admin.– HS Other Expenses.....	<u>38,908.00</u>
	Total.....	\$ 40,408.00

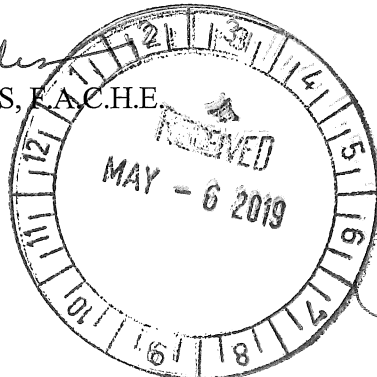
This supplemental appropriation will be fully supported by the New York State Grant:

RA# A2282	BOCES Creating Healthy Schools Initiate.....	\$ 40,408.00
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Respectfully submitted,

Phyllis D. Ellis, BSN, MS, F.A.C.H.E.
Director of Health

CC: Comptroller
County Attorney
Budget Director



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

Anthony J. Picente, Jr.
County Executive

Date 5-3-19



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

December 27, 2018

FN 20 19-177

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 Resource Center for Independent Living, Inc., located at 401-409 Columbia Street, Utica, New York 13503, for your review and approval. If this Agreement meets with your approval, please forward it to the Board of Legislators for further consideration.

This Agreement is for the provision of Adult Day Services. This Agreement will continue to provide community based long term care services to the frail and elderly, and help older consumers to delay or divert nursing facility placement. The total amount of this Agreement is \$108,500.00 which is 75% (\$81,375.00) State, and 25% (\$27,125.00) County funds. This Agreement commences January 1, 2019 and terminates December 31, 2019.

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

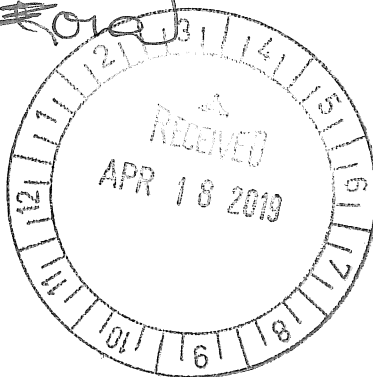
Sincerely,

Michael J. Romano

Michael J. Romano
Director

MJR/jc

Enclosures



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 4-18-19

Oneida County Department: Office for the Aging

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

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: **Resource Center for Independent Living, Inc.**
401-409 Columbia Street
Utica, New York 13503

Title of Activity or Service: Social Adult Day Care

Proposed Dates of Operation: **January 1, 2019 through December 31, 2019**

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

Summary Statements

1) Narrative Description of Proposed Services

Social 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, meaning needing assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring and eating; or needing supervision due to cognitive and /or psycho-social impairment. Services include a noon meal and transportation to and from the program

2) Program/Service Objectives and Outcomes:

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

3) Program Design and Staffing

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 the staff will provide appropriate activities and therapies that will enhance the participants' general wellbeing.

Total Funding Requested: \$108,500.00 **Account #:** 6772.495.116

Oneida County Dept. Funding Recommendation: \$108,500.00

Proposed Funding Source (Federal/State/County):

Federal: \$0 State: 75% (\$81,375.00) County: 25% (\$27,125.00)

Cost per Client Served: \$75.00 per client per five-hour day

Past Performance Data: The Resource Center for Independent Living has provided Social Adult Day Care since 1984.

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT ("Agreement") is by and between the **RESOURCE CENTER FOR INDEPENDENT LIVING, INC.**, a domestic not-for-profit corporation organized and existing under the laws of the State of New York located at 401-409 Columbia Street, Utica, New York 13503, hereinafter known as the "**CONTRACTOR**," and the **COUNTY OF ONEIDA**, a municipal corporation organized and existing under the laws of the State of New York with its principal place of business and offices located at 800 Park Avenue, Utica, New York 13501 by and through its **OFFICE FOR THE AGING AND CONTINUING CARE** located at 120 Airline Street, Suite 201, Oriskany, New York 13424 hereinafter collectively known as the "**COUNTY**." All parties to the Agreement shall be known individually as "**PARTY**" and collectively as the "**PARTIES**."

WITNESSETH:

WHEREAS, the **COUNTY** has the primary responsibility for the overall planning and coordination of **COUNTY** funds including the Federal Administration On Aging (AOA)-Older Americans Act Title III, Title V, New York State Office For the Aging (NYSOFA) – expanded In-Home Services for the Elderly Program (EISEP), Community Services for the Elderly Program (CSEP), Congregate Services Initiative (CSI), Wellness in Nutrition (WIN), Health Insurance Information Counseling and Assistance Program (HIICAP), Medicare Improvements for Patients and Providers Act (MIPPA)/ Senior Health Insurance Program (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**

The term and conditions of this Agreement shall **commence January 1, 2019** and **terminate December 31, 2019**.

2. **AGREEMENT RENEWAL**

A. At the **COUNTY'S** sole discretion, this Agreement may be renewed for an additional four (4) one-year terms.

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

3. **SCOPE OF SERVICES**

A. The **CONTRACTOR** shall, as part of the terms and conditions of this Agreement, comply with the State of New York's Social Adult Day Care Regulations, New York Executive Law, Chapter 11 Part 6654.20 (9 NYCRR 6654.20).

B. The **CONTRACTOR** shall provide Social Adult Day Care Services and PCA Level II Services (collectively, the "Services") to frail individuals ("Consumers") as authorized by the **COUNTY** and its designated agents. The target population served by this Agreement are Oneida County residents who are age sixty (60) years or older who are living independently in the community with emphasis on older individuals who are:

1. residing in rural areas,
2. with greatest economic need (with particular attention to low-income minority individuals);
3. with greatest social need (with particular attention to low-income minority individuals);
4. with severe disabilities; or
5. with Alzheimer's disease or related disorder with neurological and organic brain dysfunction (and the caretakers of such individuals).

C. The **CONTRACTOR** shall provide the Services in Oneida County.

D. The **CONTRACTOR** shall provide the Services pursuant to New York State laws, rules and regulations, including:

1. The Social Adult Day Care Program Regulations, New York Executive Law, Chapter II Part 6654.20 (9 NYCRR part 6654.20), which include:
 - i. 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.

ii. "Functionally impaired" means needing the assistance of another person in at least one of the following activities of daily living: toileting, mobility, transferring, eating; or needing supervision due to cognitive and/or psychosocial impairment.

iii. "Nutrition" means providing nutritious meals for Consumers who are attending the program at normal meal times; meals are to be consistent with the standards set forth in the Regulations for a Nutrition Program for the Elderly site and as established by the **COUNTY**; and offering snacks and liquids for all Consumers at appropriate times.

2. 18 NYCRR §505.14 and any New York State Department of Health regulations promulgated thereunder for PCA Level II Services (PCAI1).

E. The **CONTRACTOR** agrees that all Consumers shall receive Services only in accordance with an individualized **written** service plan that is based on the Comprehensive assessment for Aging Network Community-Based Long Term Care Services (COMPASS), and shall specify the individual Consumer outcomes expected from the provision of the Services; the service plans shall be reevaluated at a minimum annually.

F. The **CONTRACTOR**, upon approval by the **COUNTY**, shall provide personal care level 2 services (PCA11) to the Consumers where indicated in their care plan.

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

H. 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.

I. The **CONTRACTOR** and the **COUNTY** shall hold periodic coordinating meetings as needed.

J. The **CONTRACTOR** and the **COUNTY** shall work cooperatively to develop comprehensive Services for Oneida County.

K. The **CONTRACTOR** shall make a good faith effort to recruit interns from the local colleges' student intern programs.

4. **PERFORMANCE OF SERVICES**

A. The **CONTRACTOR** represents that the **CONTRACTOR** is duly licensed (as applicable) and has the qualifications, the specialized skill(s), the experience and the ability to properly perform the Services. The **CONTRACTOR** shall use the **CONTRACTOR'S** best efforts to perform the Services such that the results are satisfactory to the **COUNTY**. The **CONTRACTOR** shall be solely responsible for communications with the Consumer or the Consumer's caregiver in order to determine the method, details and means of performing the Services, except where federal, state or local laws and regulations impose specific requirements on performance of the same.

B. The **CONTRACTOR** may, at the **CONTRACTOR'S** own expense, employ or engage the services of such employees, subcontractors and/or partners as the **CONTRACTOR** deems necessary to perform the Services (collectively, the "Assistants"). The Assistants are not and shall not be deemed employees of the **COUNTY**, and the **COUNTY** shall have no obligation to provide the Assistants with any salary or benefits. The **CONTRACTOR** shall be solely responsible and shall remain liable for the performance of the Services by the Assistants in a manner satisfactory to the **COUNTY**, and in compliance with any and all applicable federal, state or local laws and regulations.

C. The **CONTRACTOR** acknowledges and agrees that the **CONTRACTOR** and its Assistants have no authority to enter into contracts that bind the **COUNTY** or create obligations on the part of the **COUNTY** without the prior written authorization of the **COUNTY**.

5. **REIMBURSEMENT FOR SERVICES**

A. It is agreed and understood by all **PARTIES** that the **COUNTY** shall reimburse the **CONTRACTOR** for the Services which are provided in accordance with the terms and conditions of this Agreement, the CSEP, and the Caregiver Support III-E grants.

B. The **COUNTY** shall reimburse the **CONTRACTOR** fifteen dollars (\$15.00) per hour for each Consumer receiving Adult Day Care Services which shall 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 at seven dollars fifty cents (\$7.50) per half hour when the Consumer is attending less than five (5) hours per day. Reimbursement for Adult Day Care Services shall not exceed seventy-five dollars (\$75.00) per Consumer, per day.

C. The **COUNTY** shall reimburse the **CONTRACTOR** twenty dollars (\$20.00) per hour for each Consumer that receives PCA11 services pursuant to this Agreement.

D. The total reimbursement for Services provided under this Agreement shall not exceed one hundred eight thousand five hundred dollars (\$108,500.00).

E. The **COUNTY** funds are contingent upon availability of state and County of Oneida funding; reimbursement shall be made in twelve (12) monthly installments upon submission of a **COUNTY** voucher as specified in the Oneida County Office for the Aging Voucher Instructions for Units of Service Contracts attached as **APPENDIX C**.

F. The **COUNTY** shall not be liable for any late fees or for any interest on late payments. The obligations of the **PARTIES** hereunder are conditioned upon the continued availability of New York State and **COUNTY** funds for the purposes set forth in this Agreement. Should funds become unavailable or should appropriate New York State and **COUNTY** officials fail to approve sufficient funds for completion of the 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 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.

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.

6. **NO CLAIM FOR DAMAGE**

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

7. **EXPENSES**

The **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**

The **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.

9. **NON ASSIGNMENT CLAUSE**

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

10. **SUBCONTRACTS**

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

B. The **CONTRACTOR** shall furnish to the **COUNTY**, prior to the execution of this Agreement, a list of names of subcontractors to whom the **CONTRACTOR** proposes to award any portion of the 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 Assistants to the **COUNTY** shall be that of Independent Contractors. The **CONTRACTOR'S** Assistants shall not be considered employees of the **COUNTY** for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement or health insurance benefits. The **CONTRACTOR**, in accordance with its status as an Independent Contractor, covenants and agrees that its Assistants will conduct themselves in

accordance with such status, that they 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 services to other entities and/or the general public as a regular course of business. The **CONTRACTOR** and the **COUNTY** agree that the **CONTRACTOR** is free to undertake other work arrangements during the term of this Agreement, and may continue to make its Services available to the public.

C. The **CONTRACTOR'S** Assistants shall not be eligible for compensation from the **COUNTY** due to

1. illness;
2. absence due to normal vacation;
3. absence due to attendance at school or special training or a professional convention or meeting.

D. The **CONTRACTOR** shall be solely responsible for applicable taxes for all compensation paid to the **CONTRACTOR** or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to the **CONTRACTOR'S** form of business organization, and with respect to the Assistants, including payroll deductions, workers' compensation insurance, and provision of health insurance where required. The **COUNTY** shall not be responsible for withholding from the payments provided for Services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The **CONTRACTOR** shall provide proof of workers' compensation insurance, where applicable, prior to the execution of this Agreement.

E. 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.

F. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the **CONTRACTOR'S** or its Assistants' 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** shall comply with federal and state laws as supplemented in the Department of Labor Regulations and any other regulations of 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, AOA, the NYSOFA, and the **COUNTY**, 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 individual with a disability in the United States, as defined in section 705(20) of this title, shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service." (29 U.S.C.A. §794)

C. The **CONTRACTOR** shall comply with the Human Rights Law Article 15 of the Executive Law of New York State (N.Y. Exec. Law §290, et seq.), Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.), and the Governor's Executive Order 28 which prohibits discrimination based on sexual orientation (9 NYCRR 4.28).

D. The **CONTRACTOR** shall comply with Title VI, the Civil Rights Act of 1964 (42 U.S.C.A. §2000-d, et seq.), and any amendment thereto: "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected 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 NYSOFA 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** shall 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. **NYSOFA TERMS AND CONDITIONS**

A. The **CONTRACTOR** agrees that all its activities under this Agreement shall conform with all applicable federal, state, and local laws, with federal and state regulations, and Program Standards and Program Instructions of the NYSOFA that apply to such activities, including, but not limited to:

1. Rehabilitation Act of 1973, Sec. 504 Nondiscrimination (29 U.S.C. 794)
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 (42 U.S.C. 3001, et seq.)
5. Executive Order 13166 Improving Access to Services for Persons with Limited English Proficiency (65 FR 50121)
6. Federal Executive Order 11246 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations.)
7. Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law §290, et seq.)
8. Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law §310, et seq.),
9. The NYSOFA'S Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
10. Elder Law

B. The **CONTRACTOR**, to the extent it has discretion regarding to whom it will provide Services, shall 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 **COUNTY** for providing Services to the above groups within Oneida County. The **CONTRACTOR** shall concentrate the Services on older adults in the targeted populations identified by the **COUNTY** following the methods the **COUNTY** has established for complying with the targeting requirements under the Older Americans Act and the Equal Access and Targeting Policy issued by the NYSOFA.

C. The **CONTRACTOR** shall inform persons with LEP of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by LEP persons at Service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation service 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 Agreement with the **COUNTY** is for a program or service funded under the **COUNTY'S** Area Plan, the **CONTRACTOR** agrees that it and any subcontractors shall perform such Services in accordance with the terms of the Area Plan. The **COUNTY** agrees to make the Area Plan available to the **CONTRACTOR**.

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

14. **GRIEVANCE PROCEDURES**

The **CONTRACTOR** shall implement the Oneida County Office for the Aging Grievance Procedures as required by the NYSOFA. The written procedures are attached in **APPENDIX B**.

15. **FISCAL REQUIREMENTS/RESPONSIBILITIES**

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

B. The **CONTRACTOR** shall comply with all voucher and contribution procedures, and submissions of required reports as described in the Oneida County Office for the Aging Voucher Instructions for Units of Service Contracts, attached as **APPENDIX C**.

C. The **COUNTY** shall be responsible for sending monthly donation letters and collecting Consumer contributions for all Consumers who attend Office for the Aging and Continuing Care funded Services. Any contributions received by the **CONTRACTOR** for Office for the Aging and Continuing Care funded Consumer, directly, will be reported and deducted on monthly vouchers by the **CONTRACTOR**.

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

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

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

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

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

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

J. The **CONTRACTOR** shall follow close-out procedures administered by the **COUNTY** in accordance with the 45 C.F.R. §75, et seq.

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** 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 action, suits, claims or judgments arising, occurring or resulting from or out of the Services of the **CONTRACTOR** and its agents, servants, employees or Assistants, 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 Assistants, agents, servants, volunteers or employees, or to any other person 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 Assistants, 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 Assistants, officers, trustees, agents, servants, volunteers or independent subcontractors. The **CONTRACTOR** shall be solely responsible for the safety and protection of all of its Assistants, 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** shall 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. Prior to the start of any Services, the **CONTRACTOR** shall provide certificates of insurance to 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 the **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 thirty (30) days prior written notice has been given to the **COUNTY**.

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 shall insure against liability for property damage and/or injury or 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 Oneida 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-contributory 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. The 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 this Agreement and maintain completed operations coverage for itself and each additional insured for at least three (3) years after completion of the Services.

F. Business Auto 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 Business Automobile Liability Insurance in an amount equal to or greater than One Million

Dollars (\$1,000,000.00) for the term of this Agreement. Business Automobile Liability coverage must include coverage for liability arising out of all owned, leased, hired, and non-owned automobiles. The **CONTRACTOR** shall have Oneida 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 Excess/Umbrella Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and such insurance shall not be less than Three Million Dollars (\$3,000,000.00) annual aggregate. The **CONTRACTOR** shall have Oneida County added to said insurance policies as a named additional insured, on a primary, non-contributory basis. Umbrella coverage for such additional insured shall apply as primary and non-contributory before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by or provided to the additional insured.

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

I. Workers' Compensation and Employer's 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 Workers' Compensation Law at statutory New York limits.

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

K. Payment(s) to the **CONTRACTOR** may be suspended in the event that the **CONTRACTOR** or its subcontractors, if any, fail to provide the required insurance documentation in a timely manner.

L. Waiver of Subrogation: The **CONTRACTOR** waives all rights against the **COUNTY** and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by CGL, Business Auto Liability, Excess/Umbrella Liability, Professional Liability or Workers' Compensation and Employer's 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 NYSOFA (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 NYSOFA's Consolidated Area Agency Reporting System (CAARS), by the 10th of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.
- C. The **CONTRACTOR** shall maintain appropriate Consumer records on each EISEP Consumer who receives Services through this program; the **COUNTY** shall have access to the Consumer records upon request; the **COUNTY** shall have ownership of all Consumer's records and files.
- D. The **CONTRACTOR** shall comply with policies ensuring Consumer confidentiality, as established by the **COUNTY**, when information sharing between agencies is crucial to the Consumer's well-being and is needed to ensure effective Service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.
- E. The **CONTRACTOR** shall provide the **COUNTY** with required monthly, periodic, and/or special reports and shall submit all reports to the **COUNTY** by the dates specified.

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 under this Agreement, to obtain needed Services.
- C. The **CONTRACTOR** shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

20. **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, said party shall make a full and final accounting of all funds received and monies expended under the Agreement

within thirty (30) days after the date of termination. Any unexpended funds shall be the property of the **COUNTY**.

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

21. **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 this Agreement shall not 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 the same instrument.

22. **INCORPORATION BY REFERENCE**

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

23. **STANDARD ADDENDUM**

The **CONTRACTOR** shall comply with the Standard Oneida County Conditions Addendum which is attached hereto and made a part hereof as **APPENDIX D**.

24. **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.

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 representation, successors and assigns.

26. **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.

27. **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.

28. **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 the **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.

29. **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.

RESOURCE CENTER FOR INDEPENDENT LIVING, INC.



Zvia McCormick, Chief Executive Officer

4/4/19

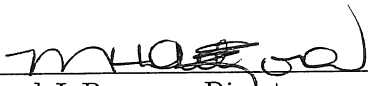
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

OFFICE FOR THE AGING AND CONTINUING CARE



Michael J. Romano, Director

4/17/19

Date

Approved:

By: _____
Maryangela Scalzo, Assistant County Attorney

Date

APPENDIX A

- 1) The Older Americans Act (OAA) of 1965, as amended (42 U.S.C.A. § 3001 et. seq.)
- 2) 2 CFR part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
- 3) 2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
- 4) 2 CFR Part 376 (Nonprocurement Debarment and Suspension)
- 5) 20 CFR Part 614 (Provisions Governing the Senior Community Service Employment Program)
- 6) 29 CFR Part 37 (Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998)
- 7) 45 CFR Part 75 (Uniform Administration Requirements, Cost Principles, and Audit requirements for HHS Awards)
- 8) 45 CFR Part 80 (Nondiscrimination under programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
- 9) 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
- 10) 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 11) 45 CFR Part 93 (New Restrictions on Lobbying)
- 12) 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- 13) 45 CFR Part 1321.61 (b)(4) (Support of State Title VII Activities)
- 14) Age Discrimination in Employment Act of 1975, as amended (29 USC §621, et seq.)
- 15) Americans with Disabilities Act of 1990 (42 U.S.C.A. §12101, et seq.)
- 16) Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. §2000e, et. seq.)
- 17) Equal Pay Act of 1963, as amended (29 U.S.C.A. §206)
- 18) Hatch Act (5 U.S.C.A. §1501, et seq.)
- 19) Low Income Energy Assistance (42 U.S.C.A. § 8621, et seq.)
- 20) Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. §794) (Nondiscrimination)
- 21) Single Audit Act of 1984 (31 U.S.C.A. §7501, et. seq.)
- 22) USDA Nutrition Programs for the Elderly (7 C.F.R. § 226, et seq.) and (7 C.F.R. §235, et seq.)
- 23) Office of Management and Budget (OMB):
 - a. OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments)
 - b. OMB Circular A-95 (Clearinghouse Review)
 - c. OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments)

- d. OMB Circular A-110 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-profit Organizations)
 - e. OMB Circular A-122 (Cost Principles for Non-profit Organizations)
 - f. OMB Circular A-128 (Audits of State and Local Governments)
 - g. OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations)
- 24) 30 FR 12319- Federal Executive Order 11246, as Amended by 32 FR 14303- Federal Executive Order 11375 (Affirmative Action); as Amended by 43 FR 46501- Federal Executive Order 12086 (Consolidation of Compliance Functions); and as Amended by 67 FR 77141- Federal Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations)
 - 25) New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 654, 6655, and 6656)
 - 26) Executive Law of New York State, Article 15- State Human Rights Law (N.Y. Exec. Law §290, et seq.)
 - 27) Executive Law of New York State, Article 15-a Minority/Women's Business contract Requirements (N.Y. Exec. Law §310, et seq.)
 - 28) Executive Law of New York State, Article 7-a Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law § 171-a, et seq.)
 - 29) Expanded In-home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])
 - 30) NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])
 - 31) Legal Assistance Standards (94-PI-52 [12/29/94])
 - 32) Weatherization Referral and Packaging Program (WRAP) Handbook
 - 33) Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)
 - 34) Governor's Executive Order 6 (Affirmative Action Efforts) (9 NYCRR 4.6)
 - 35) Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)
 - 36) Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

APPENDIX B
Oneida County Office for the Aging
Grievance Procedures

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

Right to File a Grievance

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

Denial of Service or Client's Dissatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, 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 Service 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:**

APPENDIX C
Oneida County Office for the Aging
Voucher Instructions
for Units of Service Contracts

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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

ADDENDUM --STANDARD ONEIDA COUNTY CONDITIONS

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).

- 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.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.



REQUEST FOR PROPOSAL

(RFP)

**Aging Services Contract – RFP #
Oneida County Office for the Aging and Continuing Care**

July 2, 2018

Applicants will submit an original and four (4) copies of their RFP package, which includes:

- ◆ Cover Page
- ◆ Standard Assurances
- ◆ Program/Service Narrative/Outcomes
- ◆ Proposed Budget

Submit completed application to: Michael J. Romano
 Director
 Oneida County Office for the Aging & Continuing Care
 120 Airline Street – Suite 201
 Oriskany, New York 12434

Agency Name: Resource Center for Independent Living, Inc.

Address: 409 Columbia Street, PO Box 210

City/State/Zip Code: Utica NY 13503-0210

Contact Person: Zvia McCormick, Chief Executive Officer Telephone: 315-797-4642

Federal Employer Identification Number: 22-2518284

Service Area: Oneida County

Past Performance Data: (If applicable) _____

Number of individuals served in previous year: _____ Cost per individual: \$21.00 per hour

Proposed services according to CAARS definitions:

Service Category	Units of Activity
1. <u>Consumer Directed Care Fiscal Intermediary Services</u>	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

AGREEMENT

It is understood and agreed to by the applicant that:

1. This Request for Proposal (RFP) does not commit the Oneida County Office for the Aging and Continuing Care (The "COUNTY") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services;
2. The COUNTY reserves the right to amend, modify or withdraw this RFP and to reject any proposals submitted, and may exercise such right at any time and without notice and without liability to any offer or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the offer or;
3. The COUNTY reserves the right to accept or reject any or all proposals, which do not completely conform to the instructions given in the RFP;
4. Submission of a proposal will be deemed to be the consent of the applicant to any inquiry made by the COUNTY or another third party with regard to the applicant's experience or other matters relevant to the proposal;
5. Funds granted for this program/service will be used only for the program/service approved;
6. The grant may be terminated in whole, or in part, by the COUNTY. Such termination shall not affect obligations incurred under the grant prior to the effective date of such termination;
7. Any significant revision of the approved program/service proposal will be requested in writing by the grantee prior to enactment of the change;
8. Progress reports will be submitted as required by the COUNTY. The final program and financial reports will be submitted within thirty (30) days after the program/service terminates. Necessary records and accounts, including financial and client files, will be maintained for six (6) years and made available to the COUNTY for audit purposes;
9. All reports, publications, etc. made as a result of this proposal will acknowledge the support provided by the Federal Administration for Community Living, the New York State Office for the Aging, and the Oneida County Office for the Aging;
10. All reports and files made as a result of this proposal concerning individuals served under the program/service are confidential and such information may not be disclosed to unauthorized persons.

The applicant hereby submits this RFP and certifies that the contents are true and correct. The applicant has read the Standard Assurances (attached), and agrees to fully comply with all applicable Federal, State and local laws, rules, regulations and program standards which affect any and all funds that are used for the purpose as described within this proposal.

Name: _____ Date: August 6, 2018
(Signature of person authorized to enter into an agreement)

Zvia McCormick, Chief Executive Officer
(Type name and title)

STANDARD ASSURANCES

1. The Applicant agrees to comply with all applicable Federal, State, and local laws, regulations, and program standards which affect any funds, (including matching funds and program income) used for programs described in this RFP, including but not limited to the following:

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001, et. seq.)

2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

2 CFR Part 230 (Cost Principles for Non-Profit Organizations)

2 CFR Part 376 (Non-procurement Debarment and Suspension)

20 CFR Part 641 (Provisions Governing the Senior Community Service Employment Program)

29 CFR Part 37 (Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998)

45 CFR Part 75 (Uniform Administrative Requirement, Cost Principles, and Audit Requirements for HHS Awards)

45 CFR Part 80 (Nondiscrimination under Programs Receiving Federal Assistance Through the Department of Health of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)

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, see 91-PI-5 [1/24/91])

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 Title VII Activities)

Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. 621, et seq.)

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 by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. 2000e, et. seq.)

Equal Pay Act of 1963, as amended (29 U.S.C. A. 206)

Hatch Act (5 U.S.C.A. 1501, et seq.)

Low Income Energy Assistance (42 U.S.C.A. 8621, et seq.)

Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. 794) (Nondiscrimination)

Single Audit Act Amendments of 1996 (31 U.S.C.A. 7501, et. seq.)

USDA Nutrition Programs for the Elderly (7 C.F.R. 226, et seq.) and (7 C.F.R. 235, et seq.)

Office of Management and Budget (OMB):

OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal 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 Agreements with Institutions of Higher Education, Hospitals, 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 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501,

Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations)

Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)

New York State Elder Law

New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 6654, 6655, and 6656 et. seq.)
Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law 290, et seq.)
Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law 310, et seq.)
Executive Law, Article 7-A Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law 1710a, et seq.)
Expanded In-Home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])
NYSOFA's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])
NYSOFA Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)
Legal Assistance Standards (94-PI-52 [12/29/94])
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)
Governor's Executive Order 6 (Affirmative Action Efforts) (9NYCRR 4.19)
Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

2. The COUNTY has the authority and the responsibility for effective implementation and oversight of the Federal OAA Title III, Title V, Title VII, State SNAP, CSEP, and EISEP funded programs.
3. The Applicant will formally enter into written contract with the COUNTY in accordance with Federal, State and local statutes, regulations and standards.
4. The Applicant shall obtain and submit to the COUNTY written agreements existing between the Applicant and any subcontractor and/or other service provider(s), who are providing support to this RFP.
5. The Applicant shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of social services, the Applicant and its subcontractors providing such services under this RFP shall be so licensed or certified. Workers delivering services must be appropriately qualified, selected, trained, and supervised.
6. The Applicant assures that it will take affirmative steps to employ persons who represent minority/ethnic groups and women.
7. The Applicant agrees to carry out contractual agreement(s) including COUNTY programs, in the Applicant's Service Area as detailed in this RFP.
8. The Applicant will specify how they will address the needs of low-income minority individuals in their Service Area. The Applicant will attempt to provide service to low income minority individuals in at least the same proportion as the population of older individuals of their Service Area.
9. The Applicant agrees to:
 - (a) serve any senior citizen (age 60 and older), and ensure equal access for participation, services, activities, and informational sessions without regard to race, color, religion, gender, sexual orientation, national origin, or partisan affiliation;
 - (b) ensure that any services to be provided under this RFP shall be secular in nature and scope, and in no event shall there be any sectarian, partisan, or religious services.

counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services; refrain from using funds to advance any sectarian effort.

- (c) refrain from using funds to advance any partisan candidate or effort; however, the Applicant shall ensure that candidates have equal access to information and activities regardless of policy views or party affiliation;
 - (d) prevent the use of official authority, influence or coercion to interfere with or affect elections or nominations for political office;
 - (e) ensure no coercion or advice to other persons to contribute anything of value to party, committee, organization, agency, or person for political purposes, nor engage in any other partisan activities under its auspices.
 - (f) monitor, evaluate and comment on all policies, programs, hearings and other community actions which will affect the elderly;
 - (g) identify, assess, and implement activities involved in the prevention and treatment of elder abuse as it may relate to the Applicant's services.
10. The Applicant assures that those to be served under this RFP are not eligible to receive the same or similar services under Titles XVIII, XIX or XX of the Federal Social Security Act and are not residents of adult residential care facilities who are receiving or are entitled by law to receive the same or substantially similar services from that facility, except that the COUNTY may provide or arrange for the provision of services, to such individuals if the Applicant has in effect an agreement providing for reimbursement from the appropriate funding source for services so provided to individuals eligible for assistance from such other source.
11. The Applicant agrees to comply with all reporting requirements as set forth by the COUNTY and agrees to attend required training programs as specified by the COUNTY.
12. The Applicant will provide for a continuing program of public information specifically designed to assure that information about programs and activities carried out under this RFP is effectively and appropriately promulgated throughout Oneida County. The Applicant will provide information to the public upon request. Where appropriate, the Applicant shall make public information available in languages native to the client populations. Public information shall also be made accessible to persons with disabilities.
13. The Applicant agrees that any program, public information materials, or other printed or published materials on the work of or funded by this RFP will give due recognition to the Oneida County Office for the Aging and Continuing Care and the New York State Office for the Aging.
14. Any contractor doing business from a location within Oneida and Herkimer counties shall be required, pursuant to Oneida County Board of Legislators Resolution No. 249 of May 29, 1999, to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of the contract by contractor and any subcontractors.

FISCAL ASSURANCES

1. The Applicant understands and agrees that the contracted funds are contingent upon the availability of Federal, State and local funds, and that the agreement may also be contingent on the Oneida County Board of Legislators' approval of the award.
2. The Applicant understands and agrees that it will apply only for funds which are necessary to meet specific needs of older persons beyond what would have been provided if it were not for this RFP, and that no funds will be awarded which cannot be effectively utilized within the program period.
3. The Applicant agrees to establish and maintain appropriate programmatic and fiscal records for the programs included under this RFP. Such records must be retained for six years after final payment is made. The Oneida County Comptroller or his authorized representative, the staff of the COUNTY, shall have access to and right to examine all books, documents, and all pertinent materials of the applicant related to the programs included under this RFP.
4. The COUNTY shall provide technical assistance to all contractors as requested. COUNTY shall monitor and assess all contractors. The COUNTY will conduct at least one on-site monitoring within each program year. Such monitoring shall include ensuring that contractors comply with all applicable statutes, regulations, policies, and standards including the non-discrimination requirements in their provision of services to the client population.
5. The Applicant will keep and maintain all required records and make such reports in such form and containing such information as may be required by the COUNTY. The Applicant will maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the COUNTY and the nature and amount of all expenditures claimed against such funds.
6. Expenditures will only be made for authorized items of expense contained in the budget section of the approved RFP. If and when expenditures for other than authorized items (e.g. equipment, personnel or subcontractor items not previously budgeted) become necessary, the Applicant will request approval, in writing, from the COUNTY, and await COUNTY'S approval before incurring such expenditures. Also, if costs for an individual budget category exceed the budgeted amount by more than 10%, a budget modification must be approved in writing from the COUNTY before these costs will be reimbursed.
7. The Applicant will file claims for all payments on a timely basis in accordance with procedures established by the COUNTY. The Applicant will maintain and submit all supporting documentation for all vouchers.
8. The Applicant agrees to comply with all COUNTY policies and procedures related to contributions made by or on behalf of the participants.
9. The Applicant assures that it will submit to the COUNTY the necessary documentation for changes, additions, or deletions to this RFP.

PROGRAM SERVICE PLAN NARRATIVE

I. Program/Service Plan

a.) Provide concise and detailed information regarding your proposed program/service plan.

The Resource Center for Independent Living, Inc. (RCIL) will provide Consumer Directed Care Fiscal Intermediary Services (CDCFI) for individuals receiving services through the Expanded In-Home Services for the Elderly Program (EISEP).

RCIL has extensive experience providing Consumer Directed Care Fiscal Intermediary Services as the organization has been providing the Consumer Directed Personal Assistance Program (CDPAP) since 1987. This program now serves 1,179 consumers utilizing more than 2,500 workers in 11 New York State counties including Oneida. Currently RCIL is providing Consumer Directed In-Home Services (CDIS) in Herkimer, Oneida, and Otsego Counties.

RCIL Consumer Directed Care Fiscal Intermediary Services are administered from the agency's main office at 409 Columbia Street, Utica, NY. The Oneida County Office for the Aging and Continuing Care Program Coordinator establishes consumer-driven, budget-based care plans for each program participant. As Fiscal Intermediary (FI), RCIL secures agreements with consumers and their workers of choice to ensure successful implementation of the individual consumer-driven care plans. RCIL, as the FI, reimburses consumers' workers in a timely manner for services approved by Oneida County OFACC Program Coordinator. RCIL has made a commitment to its direct service providers by establishing a minimum wage of \$12 per hour with cost of living adjustments made on an annual basis when the organization's financial situation allows. In addition, RCIL offer all Direct Service Personnel Health, Dental, and Vision Insurance, 401K, Flexible Spending Accounts, and participation in the Employee Assistance Program. This helps RCIL to maintain its high retention rate of direct service providers.

The RCIL Consumer Directed Care Fiscal Intermediary Services (CDCFI) program follows the consumer-directed model of care. The consumer and/or the consumer's representative is responsible for managing care within the home by developing a care plan with the OFACC Program Coordinator and then identifying, interviewing, hiring, and training the worker/s. This includes ensuring the workers' time sheets and all documents are up to date, coordinating all activities with the RCIL CDCFI Coordinator, and maintaining effective communication to ensure timely services and that the workers are paid accurately and on time. RCIL, as the FI, serves as the employer of record and provides the consumer with the tools, training, and documents necessary to be an effective manager to ensure that the needs are met and that the highest quality services are provided.

b.) How it will be implemented, include all components.

RCIL serves as the "employer of record" for designated consumer directed in-home service workers based on prior authorization by the Oneida County OFACC Program Coordinator. RCIL is notified by the Oneida County OFACC Program Coordinator if any

modification to the prior authorization of services is made based on the changed needs of the consumer. RCIL handles the payroll functions and all the necessary paperwork related to consumers and their workers and provides Oneida County OFACC with all necessary information. The components of RCIL's CDCFI Services:

- Orient the consumer (and/or consumer representative) and hired In-Home Service Worker(s) in areas such as performing work duties, the call in/call out system, disaster preparedness, safety, *etc.*
- Communicate with the Oneida County OFACC Coordinator when problematic events and/or communication occur with the consumer to allow for agency response. Communication is especially important if there are any concerns about a consumer's ability to self-direct.
- Training for the consumer and/or the In-Home Service Worker(s), if requested by the consumer, that may include general program orientation, rules, responsibilities, expectations; the process for hiring an in-home worker; how to become a good managing supervisor, *etc.* (see below)
- Maintain a personal record for each In-Home Service Worker which shall include, at a minimum, copies of the enrollment forms, the annual worker health assessment, and the information needed for payroll processing and benefit administration.
- Maintain a file on each consumer with copies of all required documents provided by Oneida County OFACC Program Coordinator including authorization to provide services, consumer agreement, care plan, back-up plan, and other documents deemed necessary by either the Oneida County OFACC or RCIL.
- Process payroll for the In-Home Service Worker(s) including all withholding and Social Security taxes, insurance, unemployment, and workers' compensation benefits.
- Coordinate any fringe benefits such as health insurance and ensure the completion of annual worker health assessments.
- Inform the consumer or the representative that s/he may choose to request a background check on a potential In-Home Service Worker(s).
- Perform other tasks based on the needs of the consumer. These tasks may include varying levels of support and assistance to a consumer as s/he carries out the employer and personnel management-related responsibilities.

RCIL has a training program for participants of the consumer-directed programs and their In-Home Service Workers. Training modules are located on the RCIL website for easy access and repeated viewings. Participant modules include topics such as Program Overview, Recruiting Workers – How to find In-Home Workers, Interviewing and Hiring, Supervising, Problem Solving, Success Stories, and In-Home Worker Training Links as well as additional relevant resources.

To increase the individual knowledge of In-Home Workers to care for participants in their own homes, RCIL has developed a series of trainings that are available online. The intent of these trainings is to improve consumer safety and enhance the care provided. Participants can require their In-Home Workers to view the trainings that are most relevant to the needs of the consumer:

- Transfers – types/safety and lifting methods
- Pressure sore awareness – adjustments for cushions
- Communication – building rapport between the consumer and care provider

- Infection control and handwashing importance
- Bathing/Grooming/Skin care
- Oxygen administration
- Blood pressure concerns
- PICC line care
- Catheter Care
- Seizures
- Range of motion
- Ambulation
- Blood sugar monitoring
- Wound care
- Emergency situations
- CPR for wheelchair-bound individuals
- Heimlich maneuver for wheelchair-bound individuals
- First Aid

2. Staffing Pattern, Training, and Supervision

a.) Briefly describe the staffing pattern for your proposed program/service.

The staffing pattern for the CDCFI Services Program is as follows:

- Program Director has the ultimate responsibility and oversight of the Program;
- CDCFI Coordinator works closely with the consumer (see specific duties below);
- HR Liaison processes HR-related documents for the consumer's In-Home worker(s);
- Payroll Liaison processes payroll for the consumer's In-Home worker(s); and,
- Time and Attendance Coordinator monitors the telephony (call in/call out system), verifies timesheets, and enters information into the database as needed.

CDCFI Coordinator Responsibilities:

- Meet with consumer and potential In-Home Service worker(s) in consumer's home to introduce and explain the program.
- Obtain signed agreement from consumer.
- Review employment packet with consumer and the In-Home Service Worker(s): verify proper completion ensuring that the worker's physical, Mantoux test results, and Statement of Habituation is in place.
- Answer telephone inquiries and/or conflict calls.
- Make additional home visits to consumer as needed and requested by consumer.
- Record case notes for all consumer communication and meetings and maintain confidential files of all consumers.
- Conduct twice-yearly quality check telephone calls to each participant to determine participant satisfaction level and to address concerns or remove barriers.

b.) Describe staff on-going training and staff supervision.

The RCIL CDCFI Coordinator should have an Associate's degree in Human Services or related field. The Program Director supervises the Coordinators who must have a working knowledge of Medicaid, the Americans with Disabilities Act (ADA), and the

Independent Living Philosophy. RCIL employees must remain current on all mandatory agency annual trainings.

3. Monitoring & Self-Evaluation Plan

a.) Describe your methods for regularly following the progress (Performance Targets) of your proposed program/service.

The RCIL CDCFI Coordinator maintains regular and on-going communication with the consumer through phone conversations and e-mails as necessary to ensure the consumer has the supports and trainings needed to be completely satisfied with the consumer-directed services. The CDCFI Coordinator will also go to the consumer's home as necessary for face-to-face visits to help resolve any issues, problems, or concerns or to provide further training. At a minimum, the RCIL CDCFI Coordinator will call each participant twice yearly to assess satisfaction, identify and remove barriers, or to address concerns.

The RCIL CDCFI Coordinator maintains case notes of all communication with the consumer and maintains it in a confidentially secure file. The RCIL CDCFI Coordinator will communicate with the RCIL Program Director as well as with the Oneida County OFACC Program Coordinator when problematic events and/or communication occur with the consumer.

b.) How will your self-evaluation measure the validity of your outcomes?

Regular communication with the consumer through phone conversations, e-mails, and face-to-face meetings allows the RCIL CDCFI Coordinator to make on-going assessments to ensure that the consumer has all necessary supports, trainings, and assistance. Documentation of all communication and interactions with the consumer in the consumer's file provides the RCIL CDCFI with a record of the activities and interventions and enables tracking of all progress. By calling the consumer at least twice per year and physically visiting the consumer at the initiation of services, the RCIL CDCFI Coordinator will be able to document and track the consumer's satisfaction with program services, discuss concerns, and then assist to find solutions to any problems. Through this combination of on-going open communication, a minimum of at least two RCIL CDCFI Coordinator-initiated phone-calls per year, and at least one visit to the consumer's home, RCIL will be able to measure the validity of the consumer's satisfaction with program services and gauge the level of satisfaction with the quality of life as a result of participating in the program.

4. Programs/Service Efficiencies

a.) Briefly describe how your proposal will provide the most efficient use of public funds.

When compared to the average nursing home rate of \$320 per day in the Central New York Region, \$116,664 annually (NYS DOH), the cost savings offered by CDC is clear. This type of program offers an alternative approach to helping seniors to remain independent in their homes and avoid premature nursing home placement, saving our community approximately \$150 million dollars annually. Due to the soaring health care costs in the nation, it is imperative to offer high quality in-home services at a reasonable cost.

PROGRAM/SERVICE PLAN OUTCOMES

5. Outcomes

List specific, measurable outcomes for your proposed plan (Program outcomes should be benefits from the participant's perspective). Include under each Outcome, performance targets which are essential steps or milestones that help define and measure a client or participant's interaction with the program/service on their way to a successful result or outcome.

Outcome #1: Consumers will experience satisfaction with the RCIL CDCFI Program by reporting approval with the quality of support, training, and assistance that they receive from RCIL as the Fiscal Intermediary to successfully hire, train, and manage workers effectively and efficiently.

Performance Target: 90% of consumers will report approval with the quality of support, training, and assistance that they receive from RCIL as the fiscal intermediary to successfully hire, train, and manage In-Home Worker(s) effectively. Attainment of this performance target will be measured by all interactions and communication between the RCIL CDCFI Coordinator and consumers, and the results and recommendations of these interactions documented in each individual's case notes. RCIL's CDCFI Coordinator will call the consumer at least twice per year to follow-up with program services and to discuss any concerns.

Outcome #2: Consumers will experience an enhanced quality of life through participation in the CDCFI Program by reporting satisfaction and approval of the delivery of services provided by their In-Home worker(s) that allows them to remain living at home in the community.

Performance Target: 90% of consumers will experience an enhanced quality of life through participation in the CDCFI Program by reporting satisfaction and approval of the delivery of services provided by their In-Home Worker(s) that allows them to remain living at home in the community. Attainment of this performance target will be measured by all interactions and communication between the RCIL CDCFI Coordinator and consumers, and the results and recommendations of these interactions documented in each individual's case notes. RCIL's CDCFI Coordinator will call the consumer twice per year to follow-up with program services and to discuss any concerns.

Outcome #3: Consumers will receive high quality, dependable services from their direct service personnel as evidenced by consistent retention levels of direct service staff.

Performance Target: Direct service personnel employee retention rates will remain stable throughout the contract period.

PROGRAM/SERVICE BUDGET

1. Complete the attached supporting budget pages and submit with your proposal.

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DESCRIPTION OF SERVICES AND PROGRAMS

Overview

Oneida County Office for the Aging and Continuing Care (OFA/OCC) provides a single point of entry for individuals requiring services. As a designated Area Agency on Aging, OFA/OCC serves an active caseload of approximately 2,000 clients; each with one or more in-home services. It is the responsibility of the Area Agency on Aging to provide information, assistance, in-home assessments and care planning activities. Currently, service provision is provided through both OFA/OCC's direct services and sub-contracted agencies. Referrals come to the office through consumer calls, hospital discharge planners, and other area human service agencies. OFA/OCC is responsible for receiving referrals and supplying in-home visits, psycho-social needs assessments, information and assistance, care planning and case assistance. OFA/OCC also make the necessary referrals to needed services and brokerage case management with a regular reassessment of the client's status.

Oneida County Office for the Aging and Continuing Care Mission Statement

Serve as lead agency for the planning and development of coordinated systems for the delivery of home and community-based services for older adults, disabled, families and caregivers;

Provide access to programs and services that will meet the need of vulnerable individuals.
Advocate on behalf of older people, special minorities and those in greatest economic and social need for preventative programs and services that will promote a quality of life and enhance or maintain wellness, health functioning and independent living in the community.

Achieve positive outcomes for older adults, disabled, families and caregivers through arrangements with community agencies for a continuum of home and community based long term care services;

Collaborate with public and private organizations to form partnerships which leverage resources that will improve and expand programs and services for older adults, disabled, families and caregivers; and

Seek non-traditional sources of funding to enhance services and programs in the community.

Program Descriptions

A. Social Model Adult Day Care Services:

Provides structured, comprehensive programming to functionally impaired individuals with emphasis on socialization. Supervises and monitors personal care and nutrition. Participants attend, on average, one to three days per week as determined by their individual care plan designed by their case manager in conjunction with the director of the SADC program. Oneida County Office for the Aging and Continuing Care will coordinate with five SADC programs to provide services in Oneida County.

B. Volunteer Transportation:

Rides are provided by volunteers for individuals needing transportation and an escort for medical appointments. Transportation and escort services are provided on a voluntary basis. Staff also provides information and assistance on other available public and private transportation services.

C. Legal Services:

Legal outreach services for low income, older adults who are unable to obtain legal services for their own attorney. Priority services include estate planning, health care proxy and landlord-tenant issues.

D. Senior Evidenced-Based Health Promotion Program:

Health education and preventative activities designed for older adults. The Senior Health Promotion Program coordinates with Oneida County Health Department and senior centers throughout the community. Outreach and promotion/prevention activities are also performed at community events and health fairs.

E. Volunteer Bill Payer Program:

Assistance with monthly bill paying by trained volunteers. Oneida County Office for the Aging and Continuing Care assesses the need and makes referrals to Volunteer Bill Payers. This program assists older adults who are unable to perform routine monthly handling of their bill paying activities.

F. Consumer Directed Care Fiscal Intermediary Services

A non-profit agency that serves as a Fiscal Intermediary for individuals and caregivers receiving services through the Expanded In-Home Services for the Elderly Program (EISEP); Community Living Program (CLP); Veteran's Directed Home and Community Based Services Program (VDHCBS); and Caregiver Respite. The Fiscal Intermediary coordinates closely with the Oneida County Office for the Aging and Continuing Care Program Coordinator to establish consumer driven plans of care, budget based care plans, and agreements with consumer's providers of choice to ensure the delivery of individual consumer driven care plans. The Fiscal Intermediary reimburses providers in a timely manner for services approved by the Oneida County Office for the Aging and Continuing Care Program Coordinator.

ONEIDA COUNTY OFFICE FOR THE AGING
 PROPOSED BUDGET REQUEST

Contractor Name: Resource Center for Independent Living, Inc.

Address: 409 Columbia Street, PO Box 210

Utica, NY 13503-0210

Phone: 315-797-4642

Prepared by: Kristin Case

PROGRAM / SERVICE:

Aging Services Contract

RFP # 2018-243 Aging Services

Contract Period: January 1, 2019 - December 31, 2021

BUDGET SUMMARY CATEGORY	A. TOTAL BUDGET	B. ADMINISTRATIVE ACTIVITIES	C. DIRECT SERVICE ACTIVITIES
1. PERSONNEL	21,583,850	1,240,919	20,342,931
2. FRINGE BENEFITS	5,085,733	310,230	5,085,733
3. CONSULTANTS	0	0	0
4. EQUIPMENT	0	0	0
5. TRAVEL	54,636	3,141	51,495
6. RENT	29,828	1,715	28,113
7. COMMUNICATIONS	27,363	1,573	25,790
8. PRINTING/SUPPLIES	10,122	582	9,540
9. OTHER EXPENSES	274,209	15,765	258,444
10. SUBCONTRACTS	0	0	
11. TOTAL BUDGET	\$27,065,741	\$1,573,925	\$25,802,046
12. ANTICIPATED INCOME	27,885,531		27,885,531
NET TOTAL (11 LESS 12)	-819,790	1,573,925	-2,083,485
13. OFA GRANT	0		0
14. PROVIDER FUNDS	-819,790	1,573,925	-2,083,485
15. UNITS (15342.05/yr)			
UNIT COST FOR THE GRANT			

Contractor: Resource Center for Independent Living, Inc.

Contract Period: January 1, 2019 - December 31, 2021

1. PERSONNEL	ANNUAL SALARY	%TO	ADMIN	%	DIRECT	SERVICE
Direct Care Staff	\$17,853,173		\$1,122,042	100%	\$17,853,173	\$18,394,124
Title: Direct Care Staff					Current	Annualized
FTE: 1176						
Administrative Staff	\$1,891,495		\$118,877	100%	\$1,891,495	\$1,948,807
Title: Administrative					Current	Annualized
FTE: 18						
TOTAL PERSONNEL	\$1,891,495		\$1,240,919	100%	\$19,744,668	\$20,342,931

*NOTE: The Dollar amount charged to this program MUST equal the amount on Page 1, Column A, Line 1.

Contract Period: January 1, 2019 - December 31, 2021

2. FRINGE BENEFITS:					
Composite Percentage: <u>25%</u>					TOTAL \$5,085,733
3. CONSULTANTS:					
Consultant (List Name & Title for each entry)	Type of Service	Unit Cost (Rate/Hour)	No. of Units Hour/Session	Amount	x 3 years
Name:					
Title:					
Name:					
Title:				TOTAL	
4. EQUIPMENT: (List only items having a unit cost of \$300 or more. For all equipment rentals, attach copy of agreement.)					
Item And Description (Unit Cost of \$300 or More)	Quantity	Unit Purchase Price	Annual Unit Rental Price	Amount Chargeable to Program	
Briefly describe equipment items with a unit cost of less than \$300.					
TOTAL					
4. TRAVEL: (Staff)					
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Mileage <u>\$51,495</u> Tolls & Parking _____ Public Transportation _____ Volunteer Mileage _____ </div> <div style="width: 10%; text-align: center;">@</div> <div style="width: 40%;"> <u>0.5</u> per mile for <u>102,990</u> Miles </div> </div>					
NOTE: See "Other Expenses" for Conferences, Seminars & Training					TOTAL \$51,495

Contractor: Resource Center for Independent Living, Inc.

Contract Period: January 1, 2019 - December 31, 2021

6. RENT: (Include information below for rental property. Also include maintenance-in-lieu of rent charges for sponsor-owned property. Attach a copy of the lease for all rented property and a copy of the charge back breakdown for sponsor-owned property.)

1. Location:	<u>1607 Genesee Street Utica, NY</u>	Owner:	<u>RCIL</u>	
Square footage: @	<u>\$1.00</u>	per sq. ft.	<u>in-kind</u>	<u>[]</u>
Monthly Rental	<u>\$2,197.25</u>	x 12 =	<u>\$26,367.00</u>	annually
Utilities	<u>\$75.50</u>	x 12 =	<u>\$906.00</u>	annually
Maintainance-in-lieu of rent	_____			
2. Location:	<u>1607 Genesee Street Utica, NY</u>	Owner:	<u>Wesley Smith Realty</u>	
Square footage: (2 parking bays for vans	_____	per sq. ft.	<u>in-kind</u>	<u>[]</u>
Monthly Rental	<u>\$70</u>	x 12 =	<u>\$840</u>	annually
Utilities	_____		<u>Janitorial Services</u>	_____
Maintainance-in-lieu of rent	_____			
3. Location:	_____	Owner:	_____	
Square footage: @	_____	per sq. ft.	<u>in-kind</u>	<u>[]</u>
Monthly Rental	_____	x 12 =	_____	
Utilities	_____		<u>Janitorial Services</u>	_____
Maintainance-in-lieu of rent	_____			
TOTAL				\$28,113

7. COMMUNICATIONS:

Used for program's use only

	Telephone	Cell	Modem	
Number of lines	<u>12.75</u>	<u>3</u>	_____	
Average charge per month	\$ <u>\$16.18</u>	\$ <u>31.43</u>	\$ _____	
Telecommunications :	\$ <u>\$300.58</u>	(12.75) landlines & (3) Cell Phones/month		
Postage: (general mailing)	\$ <u>\$1,848.58</u>	Number of pieces: _____		
Postage: (bulk mailing)	\$ _____	Number of mailings: _____ per month		
Others:	\$ _____			
TOTAL				\$25,790

8. PRINTING AND SUPPLIES:

Be specific in listing printing and puppy needs used by the program only.

Printing: (description of item)	Quantity	Total Cost
_____	_____	_____
_____	_____	_____
Printing	_____	\$338
Supplies:	_____	_____
General Office Supplies	_____	\$457
_____	_____	_____
_____	_____	_____
Totals per month	_____	\$795
TOTAL		\$9,540

Contract Period: January 1, 2019 - December 31, 2021

9. OTHER EXPENSES: (List specific items and costs.)

Insurance \$ _____	Medical Exams \$6,463/mo	
Bonding \$ _____	Software \$12,512/mo	
Equip, Maint. & Repair \$ _____	Backgrounds \$1,167/mo	
Vehicle Maint. & Repair \$ _____	Data Processing \$142/mo	
Conferences, Seminars & Training \$ _____	Other (specify below):	
Membership & Subscriptions \$448/mo	Small Equipment \$392/mo	
Legal/Audit \$342/mo	Consumer Fees \$71/mo	
	Totals per Month 21537	TOTAL \$258,444

10. SUBCONTRACTORS: (List each contract and cost; attach subcontractor budget necessary.)

Name		
_____	\$ _____	
_____	\$ _____	

		TOTAL

12. ANTICIPATED INCOME:

A.	Source	Amount	
1)	Other Providers	\$900,310	
2)	Medicaid	\$26,985,221	
	_____	_____	
	_____	_____	
	_____	_____	
	_____	_____	
B.	Total Income(lines 1-6)	\$27,885,531	
C.	Less Income used as matching funds	_____	
			TOTAL (3 minus 4) \$27,885,531

13. OFA FUNDS REQUESTED:

	TOTAL
--	-------

14. PROVIDER FUNDS:

Source:	Amount	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Plus: Income used as Matching funds(item 12C)	_____	
		TOTAL



REQUEST FOR PROPOSAL (RFP)

**Aging Services Contract – RFP #
Oneida County Office for the Aging and Continuing Care**

July 2, 2018

Applicants will submit an original and four (4) copies of their RFP package, which includes:

- ◆ Cover Page
- ◆ Standard Assurances
- ◆ Program/Service Narrative/Outcomes
- ◆ Proposed Budget

Submit completed application to: Michael J. Romano
Director
Oneida County Office for the Aging & Continuing Care
120 Airline Street – Suite 201
Oriskany, New York 12434

Agency Name: Resource Center for Independent Living, Inc.

Address: 409 Columbia Street, PO Box 210

City/State/Zip Code: Utica NY 13503-0210

Contact Person: Zvia McCormick, Chief Executive Officer Telephone: 315-797-4642

Federal Employer Identification Number: 22-2518284

Service Area: Oneida County

Past Performance Data: (If applicable) _____

Number of individuals served in previous year: _____ Cost per individual: \$90.00/day

Proposed services according to CAARS definitions:

Service Category	Units of Activity
1. <u>Social Model Adult Day Services</u>	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

AGREEMENT

It is understood and agreed to by the applicant that:

1. This Request for Proposal (RFP) does not commit the Oneida County Office for the Aging and Continuing Care (The "COUNTY") to award any contracts, pay the costs incurred in the preparation of response to this RFP, or to procure or contract services;
2. The COUNTY reserves the right to amend, modify or withdraw this RFP and to reject any proposals submitted, and may exercise such right at any time and without notice and without liability to any offer or other parties for their expenses incurred in the preparation of a proposal or otherwise. Proposals will be prepared at the sole cost and expense of the offer or;
3. The COUNTY reserves the right to accept or reject any or all proposals, which do not completely conform to the instructions given in the RFP;
4. Submission of a proposal will be deemed to be the consent of the applicant to any inquiry made by the COUNTY or another third party with regard to the applicant's experience or other matters relevant to the proposal;
5. Funds granted for this program/service will be used only for the program/service approved;
6. The grant may be terminated in whole, or in part, by the COUNTY. Such termination shall not affect obligations incurred under the grant prior to the effective date of such termination;
7. Any significant revision of the approved program/service proposal will be requested in writing by the grantee prior to enactment of the change;
8. Progress reports will be submitted as required by the COUNTY. The final program and financial reports will be submitted within thirty (30) days after the program/service terminates. Necessary records and accounts, including financial and client files, will be maintained for six (6) years and made available to the COUNTY for audit purposes;
9. All reports, publications, etc. made as a result of this proposal will acknowledge the support provided by the Federal Administration for Community Living, the New York State Office for the Aging, and the Oneida County Office for the Aging;
10. All reports and files made as a result of this proposal concerning individuals served under the program/service are confidential and such information may not be disclosed to unauthorized persons.

The applicant hereby submits this RFP and certifies that the contents are true and correct. The applicant has read the Standard Assurances (attached), and agrees to fully comply with all applicable Federal, State and local laws, rules, regulations and program standards which affect any and all funds that are used for the purpose as described within this proposal.

Name: _____

Date: August 6, 2018

(Signature of person authorized to enter into an agreement)

Zvia McCormick, Chief Executive Officer
(Type name and title)

STANDARD ASSURANCES

1. The Applicant agrees to comply with all applicable Federal, State, and local laws, regulations, and program standards which affect any funds, (including matching funds and program income) used for programs described in this RFP, including but not limited to the following:

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001, et. seq.)
2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
2 CFR Part 230 (Cost Principles for Non-Profit Organizations)
2 CFR Part 376 (Non-procurement Debarment and Suspension)
20 CFR Part 641 (Provisions Governing the Senior Community Service Employment Program)
29 CFR Part 37 (Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998)
45 CFR Part 75 (Uniform Administrative Requirement, Cost Principles, and Audit Requirements for HHS Awards)
45 CFR Part 80 (Nondiscrimination under Programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)
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, see 91-PI-5 [1/24/91])
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 Title VII Activities)
Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. 621, et seq.)
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 by the Equal Employment Opportunity Act of 1972 (42 U.S.C.A. 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 U.S.C. A. 206)
Hatch Act (5 U.S.C.A. 1501, et seq.)
Low Income Energy Assistance (42 U.S.C.A. 8621, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 U.S.C.A. 794) (Nondiscrimination)
Single Audit Act Amendments of 1996 (31 U.S.C.A. 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. 226, et seq.) and (7 C.F.R. 235, et seq.)
Office of Management and Budget (OMB):
OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal 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 Agreements with Institutions of Higher Education, Hospitals, 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 (30 FR 12319), as Amended by Executive Order 11375 (32 FR 14303, Affirmative Action); as Amended by Executive Order 12086 (43 FR 46501, Consolidation of Compliance Functions); and as Amended by Executive Order 13279 (67 FR 77141, Equal Protection for Faith-Based and Community Organizations)
Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)

New York State Elder Law

New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 6654, 6655, and 6656 et. seq.)

Article 15 of the Executive Law of the State of New York, Human Rights Law: prohibiting discrimination based on age, race, creed, color, national origin, sexual orientation, military status, sex, marital status, or disability (N.Y. Exec. Law 290, et seq.)

Article 15A of the Executive Law of New York State regarding participation by minority group members and women with respect to state contracts (N.Y. Exec. Law 310, et seq.)

Executive Law, Article 7-A Solicitation and Collection of Funds for Charitable Purposes (N.Y. Exec. Law 1710a, et seq.)

Expanded In-Home Services for the Elderly (EISEP) Program Standards (87-PI-66 [10/21/87])

NYSOFA's 1990 Nutrition Program Standards (90-PI-26 [5/17/90])

NYSOFA Equal Access to Services and Targeting Policy Program Instruction (12-PI-08)

Legal Assistance Standards (94-PI-52 [12/29/94])

Weatherization Referral and Packaging Program (WRAP) Handbook

Governor's 1960 Code of Fair Practices (9 CRR-NY 1.4)

Governor's Executive Order 6 (Affirmative Action Efforts) (9NYCRR 4.19)

Governor's Executive Order 19 (Prevention of Sexual Harassment) (9 NYCRR 4.19)

Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation) (9 NYCRR 4.28)

2. The COUNTY has the authority and the responsibility for effective implementation and oversight of the Federal OAA Title III, Title V, Title VII, State SNAP, CSEP, and EISEP funded programs.
3. The Applicant will formally enter into written contract with the COUNTY in accordance with Federal, State and local statutes, regulations and standards.
4. The Applicant shall obtain and submit to the COUNTY written agreements existing between the Applicant and any subcontractor and/or other service provider(s), who are providing support to this RFP.
5. The Applicant shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of social services, the Applicant and its subcontractors providing such services under this RFP shall be so licensed or certified. Workers delivering services must be appropriately qualified, selected, trained, and supervised.
6. The Applicant assures that it will take affirmative steps to employ persons who represent minority/ethnic groups and women.
7. The Applicant agrees to carry out contractual agreement(s) including COUNTY programs, in the Applicant's Service Area as detailed in this RFP.
8. The Applicant will specify how they will address the needs of low-income minority individuals in their Service Area. The Applicant will attempt to provide service to low income minority individuals in at least the same proportion as the population of older individuals of their Service Area.
9. The Applicant agrees to:
 - (a) serve any senior citizen (age 60 and older), and ensure equal access for participation, services, activities, and informational sessions without regard to race, color, religion, gender, sexual orientation, national origin, or partisan affiliation:

- (b) ensure that any services to be provided under this RFP shall be secular in nature and scope, and in no event shall there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services; refrain from using funds to advance any sectarian effort.
 - (c) refrain from using funds to advance any partisan candidate or effort; however, the Applicant shall ensure that candidates have equal access to information and activities regardless of policy views or party affiliation;
 - (d) prevent the use of official authority, influence or coercion to interfere with or affect elections or nominations for political office;
 - (e) ensure no coercion or advice to other persons to contribute anything of value to party, committee, organization, agency, or person for political purposes, nor engage in any other partisan activities under its auspices.
 - (f) monitor, evaluate and comment on all policies, programs, hearings and other community actions which will affect the elderly;
 - (g) identify, assess, and implement activities involved in the prevention and treatment of elder abuse as it may relate to the Applicant's services.
10. The Applicant assures that those to be served under this RFP are not eligible to receive the same or similar services under Titles XVIII, XIX or XX of the Federal Social Security Act and are not residents of adult residential care facilities who are receiving or are entitled by law to receive the same or substantially similar services from that facility, except that the COUNTY may provide or arrange for the provision of services, to such individuals if the Applicant has in effect an agreement providing for reimbursement from the appropriate funding source for services so provided to individuals eligible for assistance from such other source.
11. The Applicant agrees to comply with all reporting requirements as set forth by the COUNTY and agrees to attend required training programs as specified by the COUNTY.
12. The Applicant will provide for a continuing program of public information specifically designed to assure that information about programs and activities carried out under this RFP is effectively and appropriately promulgated throughout Oneida County. The Applicant will provide information to the public upon request. Where appropriate, the Applicant shall make public information available in languages native to the client populations. Public information shall also be made accessible to persons with disabilities.
13. The Applicant agrees that any program, public information materials, or other printed or published materials on the work of or funded by this RFP will give due recognition to the Oneida County Office for the Aging and Continuing Care and the New York State Office for the Aging.
14. Any contractor doing business from a location within Oneida and Herkimer counties shall be required, pursuant to Oneida County Board of Legislators Resolution No. 249 of May 29, 1999, to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of the contract by contractor and any subcontractors.

FISCAL ASSURANCES

1. The Applicant understands and agrees that the contracted funds are contingent upon the availability of Federal, State and local funds, and that the agreement may also be contingent on the Oneida County Board of Legislators' approval of the award.
2. The Applicant understands and agrees that it will apply only for funds which are necessary to meet specific needs of older persons beyond what would have been provided if it were not for this RFP, and that no funds will be awarded which cannot be effectively utilized within the program period.
3. The Applicant agrees to establish and maintain appropriate programmatic and fiscal records for the programs included under this RFP. Such records must be retained for six years after final payment is made. The Oneida County Comptroller or his authorized representative, the staff of the COUNTY, shall have access to and right to examine all books, documents, and all pertinent materials of the applicant related to the programs included under this RFP.
4. The COUNTY shall provide technical assistance to all contractors as requested. COUNTY shall monitor and assess all contractors. The COUNTY will conduct at least one on-site monitoring within each program year. Such monitoring shall include ensuring that contractors comply with all applicable statutes, regulations, policies, and standards including the non-discrimination requirements in their provision of services to the client population.
5. The Applicant will keep and maintain all required records and make such reports in such form and containing such information as may be required by the COUNTY. The Applicant will maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the COUNTY and the nature and amount of all expenditures claimed against such funds.
6. Expenditures will only be made for authorized items of expense contained in the budget section of the approved RFP. If and when expenditures for other than authorized items (e.g. equipment, personnel or subcontractor items not previously budgeted) become necessary, the Applicant will request approval, in writing, from the COUNTY, and await COUNTY'S approval before incurring such expenditures. Also, if costs for an individual budget category exceed the budgeted amount by more than 10%, a budget modification must be approved in writing from the COUNTY before these costs will be reimbursed.
7. The Applicant will file claims for all payments on a timely basis in accordance with procedures established by the COUNTY. The Applicant will maintain and submit all supporting documentation for all vouchers.
8. The Applicant agrees to comply with all COUNTY policies and procedures related to contributions made by or on behalf of the participants.
9. The Applicant assures that it will submit to the COUNTY the necessary documentation for changes, additions, or deletions to this RFP.

Program Service Plan – Narrative

1. Program/Service Plan

a.) Provide detailed information regarding your proposed program/service plan.

The RCIL Social Adult Day Services (SADS) Program is a dynamic social model adult day care service that has been operating since 1984. The SADS Program provides aging individuals with functional limitations, including those diagnosed with Alzheimer's disease and related dementias, structured and comprehensive program activities in a stimulating and highly interactive environment. The SADS Program is designed to support independent living and socialization and to assist individuals to maintain connections to family and community. Individuals receive supervision, personal care, nutritious meals and snacks, and door-to-door transportation, and they can choose to participate in a wide variety of program activities based on their personal interests and preferences. Activities may include arts and crafts, current events, low-impact physical exercises, walks, cooking, performances from local entertainers, and more.

The RCIL SADS Program operates at 1607 Genesee Street, Utica, NY and serves 30 – 40 elderly individuals per day, 8:00am-5:00pm, 5 days a week. It operates year-round for approximately 82 unduplicated participants and 90 caregivers per year. The program provides a minimum of 5 hours and a maximum of 10 hours of supervised care per day with an average of 6 to 6.5 hours per day and extended hours for individuals when needed.

Since 1984 SADS has made it possible for seniors with functional limitations to stay at home in the community with their families avoiding and/or delaying unnecessary institutional placement while at the same time providing much needed respite and other supports and services for caregivers.

b.) How it will be implemented, include all components.

Implementation of the RCIL SADS Program is achieved through delivery of program components designed to support seniors to maintain their independence while providing much needed respite and other important supports and services to caregivers. Components of the RCIL multifaceted SADS Program include the following:

- Participant in-home evaluation/assessment, individualized care planning, supervision and monitoring, ongoing service coordination, and case management;
- Personal Care services including grooming, bathing, toileting, cueing, use of adaptive equipment, mobility, transfers, eating, and supervision of self-medication;
- Daily programming in a structured and nurturing environment with educational, cultural, and recreational enrichment activities such as music and art therapy, creative writing, low-impact exercise, crafts, intergenerational events, community presentations, and other activities as desired by participants;
- Quiet areas where consumers can seek counseling, private conversation, rest time, or a break when sensory stimulation becomes overwhelming;
- A nutritious and complete meal which provides 1/3 of the daily nutritional requirements at noon each day along with a wholesome continental breakfast and nutritious snacks;
- Door-to-door transportation to and from the program site.

RCIL has expanded the SADS program to include the "Seasons at RCIL" outdoor garden space. Now that the garden is complete, participants enjoy outdoor activities such as exercising, walking, gardening, various social interactions, and more in the garden space.

2. Staffing Pattern, Training, and Supervision

a.) Briefly describe the staffing pattern for your proposed program/service.

The SADS Program has a staff-to-consumer ratio of 1:7 for onsite services and 1:4 when in the community. The SADS Program employs additional program aides on a *per diem* basis when program census increases. All staff are qualified and trained to work directly with elderly individuals

with functional limitations. Consumers' whereabouts, activities, and current needs are monitored by staff at all times. Specific duties for the SADS position are listed below along with the number of persons filling each position in parentheses.

Senior Program Director (.2 FTE): Ultimate responsibility for the administration of the program. Oversees all program activities and staff supervision; monitors all budget allocations; reviews and approves contract and grant reports; manages contract negotiations and approves contracts.

Manager of Elderly Services (1.0 FTE): Manages all activities of the program; monitors all grants; prepares and submits contract reports; monitors each funding source; prepares monthly statistics for billing; updates and develops program policies and procedures; and remains current on legislation affecting the elderly while also overseeing daily operations including staffing, programming, and all documentation and reporting requirements. She is responsible for assessing new participants and overseeing the In-Home Companion Care Program as well as developing and maintaining relationships with the caregivers, participants, and staff.

Administrative Assistant (1.0 FTE): Maintains SADS database, handles daily calls to participants and caregivers to coordinate transportation, completes billing paperwork, processes and disseminates timesheets.

Program Aide (4.0 FTE): Provides direct assistance and personal care to participants; assists in meal preparation and cleanup; assists SADS staff and participants with activities; assists participants to enter and exit program transportation vehicles; assists consumers with activities and socialization skills. All program aides are Personal Care Attendant (PCA) certified.

Service Coordinator (1.0 FTE): Screens new participants for initial assessment into SADS; provides case management and advocacy for and with participants; meets weekly with SADS direct care staff for participant case reviews.

Activities Specialist (1.0 FTE): Develops and implements appropriate skill and leisure activities for participants; assists participants with independent living skills; trains staff and participants for and conducts mandatory fire drills.

Drivers (1.5 FTE): Drive the RCIL vans to provide door-to-door transportation for SADS participants who require it.

Cook (.8 FTE): Prepares a continental breakfast, nutritious snacks, and balanced lunch for SADS participants.

b.) Describe staff on-going training and staff supervision.

The SADS Program provides all NYSOFA required training outlined in its Technical Assistance Memorandum.

The SADS Program provides staff with annual trainings:

- Orientation to the SADS Program and the community;
- Working with the elderly, participant rights, safety, and accident prevention;
- Six hours of annual in-service training to review, develop, and expand skills/knowledge;
- Use of fire extinguishers, written procedures concerning evacuation, emergency situations, and emergency numbers; and,
- Use of AED.

The SADS Program provides training relevant to staff specific to their respective job descriptions including all assigned tasks and responsibilities. Documentation of trainings provided to staff is maintained in the employee files.

Training requirements for SADS Staff:

- Prior to delivering any services, all service staff must complete basic training or have equivalent knowledge and skills in orientation to personal care skills, body mechanics, and behavior management.

Additional training is provided to SADS staff within three months of employment. Training is directed by a registered professional nurse, social worker, and/or appropriate professional with at least a Bachelor's degree or four years professional experience in an area related to the delivery of human

services or education. Training totals at least twenty hours of group, individual, and/or on-the-job training covering socialization skills and activities, supervision and monitoring, personal care skills, family relationships, mental illness and mental health, de-escalation, Alzheimer's disease and related dementias, treatment and diagnosis of Alzheimer's disease, and cardiopulmonary resuscitation.

The following are acceptable equivalents for training requirements:

- Personal care training approved by SDSS; or
- Home health aide or nurse's aide training approved by SDOH.

Persons who have completed adult day care worker training approved by Office for People with Developmental Disabilities (OPWDD) may be considered to have met those portions of the training requirements which the program judges as equivalent. Documentation of equivalent training is maintained in employee files.

SADS provides the following Department of Health (DOH) Traumatic Brain Injury (TBI) trainings to staff: Introduction to TBI ♦ Program Philosophy ♦ Overview of Waiver Services ♦ Participants Rights and Responsibilities ♦ HIPPA ♦ Incident Reporting Policy ♦ Development of Detailed Plan Intervention ♦ Basic Safety and Emergency Procedures ♦ Effective Crisis Intervention ♦ Methods to Provide Support for Health and Welfare ♦ Team Meetings ♦ HCBS/TBI Incident Reporting Policy ♦ Review of all new policies and/or procedures required by the HCBS/TBI Waiver ♦ Review of HCBS/TBI participant rights and responsibilities ♦ Additional topics relating to findings of satisfaction surveys, incident reports ♦ Roles and Responsibilities for Staff, including Job Description, Record Keeping, Procedures for Effective Communication with the Service Coordinator and other Service Providers ♦ Procedures for Individual Goal Setting ♦ Orientation to Program Development and Scheduling ♦ Methods of Working with Participants in Group Settings ♦ Procedures for Fire and Safety ♦ Responsibilities for the Director including Supervision and Training of Staff ♦ Responsibility of Program Staff to the Director.

SADS provides the following OPWDD trainings:

Individual Rights, and Individual Abuse and Incident Reporting ♦ Health and Personal Hygiene ♦ Signs and Symptoms of Illness ♦ Developmental and Behavioral Needs ♦ Basic Skills Necessary for Meeting the Needs of the Individual ♦ CPR ♦ First Aid and Safety ♦ Fire and Safety ♦ Characteristics of Individuals Served ♦ Van Driver Training ♦ Strategies for Crisis Intervention Prevention ♦ Right to Know Law ♦ HIPPA

3. Monitoring & Self-Evaluation Plan

- a.) Describe your methods for regularly following the progress (Performance Targets) of your proposed program/service.

All individuals enrolled in SADS have Care Plans that are jointly developed within 30 days of admission. Those involved in developing this plan include the participant, caregiver(s) and any other staff as appropriate. Assessments are facilitated by the SADS Case Manager and take place within the SADS Program. The Care Plan is consistent with the specific needs of the individual and includes strategies for achieving optimal levels of independence and for developing new capacities and interests. Each individual is involved in the development and implementation of the Care Plan which becomes a permanent part of the consumer's file. It is reviewed and revised annually or when a change in the person's condition warrants. Observations are recorded in the case notes and shared regularly with caregivers.

- b.) How will your self-evaluation measure the validity of your outcomes?

Documentation from Care Plans clearly demonstrates that participant outcomes are the result of carefully developed objectives and interventions offered by SADS. Care Plan progress is tracked every year or as life changes warrant. Participant goals, objectives, and outcomes are adjusted as appropriate. This provides a consistent venue to monitor progress and to identify the changes that occur and require adjustments to the Care Plan.

4. Programs/Service Efficiencies

a.) Describe how your proposal will provide the most efficient use of public funds.

When compared to the average nursing home rate of \$320 per day in the Central New York Region, \$116,664 annually (NYS DOH 2018), the cost savings offered by SADS is clear. This type of program offers an alternative approach to helping seniors to remain independent in their homes and avoid premature nursing home placement, saving our community approximately \$150 million dollars annually. Due to the soaring health care costs in the nation, it is imperative to offer high quality care services for a reasonable cost.

PROGRAM/SERVICE PLAN OUTCOMES

5. Outcomes – List specific, measurable outcomes for your proposed plan.

Objectives

1. Objective: To provide adult day services for the purpose of preventing or delaying institutional care.

Measurable Outcome: Participants will remain actively enrolled in the SADS program and not require nursing home placement for an average of 12 months or longer.

Tasks: The contractor provides a variety of long term services and supports to participants and their caregivers designed to prevent or delay the need for institutional care.

Reports: Participant length of enrollment for discharged participants is reported quarterly to NYSOFA.

2. Objective: To provide adult day services for the purpose of improving the quality of life for adults with functional limitations.

Measurable Outcome: All participant service plans are signed by participants and/or caregivers to document that they had input into planned activities, nutrition, personal care, and all other services.

Tasks: Within 30 days of admission and then at least annually, the contractor will develop a service plan with the participant and caregiver to ensure that they have input into planned activities, nutrition, personal care, and all other services.

Reports: Participant records shall include documentation of participant and/or caregiver input into service plans. (Reported to NYSOFA quarterly on new participants.)

Measurable Outcome: At least 75% of participants and/or caregivers are satisfied that participants have meaningful, purposeful activities of their choice.

Tasks: The contractor will distribute, collect, and summarize satisfaction surveys completed by participants and caregivers at least annually and upon discharge.

Reports: A summary of participant and caregiver satisfaction surveys will be included in the annual program self-evaluation. (Submitted to NYSOFA.)

3. Objective: To provide adult day services for the purpose of providing respite for informal caregivers.

Measurable Outcome: At least 75% of informal caregivers are satisfied that they have received respite and that they feel a relief from the demands of daily care of an older adult.

Tasks: The contractor will distribute, collect, and summarize satisfaction surveys completed by caregivers at least annually and upon discharge.

Reports: A summary of caregiver satisfaction surveys will be included in the annual program self-evaluation. (Submitted to NYSOFA.)

Optional Objectives

Meaningful Activities Objectives

1. Objective: To provide adult day services for the purpose of improving the quality of life of adults with functional limitations by offering meaningful and purposeful activities.

Measurable Outcome: Participants will have opportunities to participate in meaningful, purposeful activities that are culturally competent and provided in a person-centered approach. The SADS program will offer evidence-based or evidence-informed programs and/or creative arts activities.

Tasks: The contractor will provide weekly activities that include evidence-based or evidence informed programs and creative art activities.

Reports: Quarterly reports will describe the evidence-based/informed programs and the creative arts activities. (Monthly calendars submitted to NYSOFA quarterly.)

Measurable Outcome: Service Plans will show person-centered approaches and cultural sensitivities.

Tasks: The contractor will develop service plans with participants and caregivers that reflect cultural sensitivities and a person-centered approach.

Reports: Biannually three service plans will be reviewed for person-centered approach and cultural sensitivity. (Submitted to NYSOFA.)

Dementia Specific Personal Care/Communication Objectives

- 1. Objective:** To provide dementia-capable adult day services.

Measurable Outcome: All SADS program staff - paid and unpaid - are trained to provide dementia capable adult day services including personal care and communication skills. Participants will have moderate to total assistance with activities of daily living including toileting (care of incontinence), transfers and mobility, eating (being totally supervised or being fed). This may include showering and assistance with self-medication. Staff training records will document competency in dementia specific interventions. (Submitted to NYSOFA quarterly.)

Tasks: The contractor will provide training by a Registered Nurse in all personal care activities that the program provides and in dementia specific interventions including communication skills.

Reports: Quarterly reports will include the topic, summary of content, and names of staff that were trained. (Submitted to NYSOFA.)

Caregiver Supports and Services Objectives

- 1. Objective:** To provide caregiver support services for the purpose of providing respite for informal caregivers.

Measurable Outcome: At least 75% of caregivers report a decrease of the stress/burdens of daily caregiving after receiving education, training, and the case coordination to facilitate respite.

Tasks: The contractor will distribute, collect, and summarize satisfaction surveys completed by caregivers who receive education, training, and case coordination/assistance at least biannually and upon discharge.

Reports: A summary of caregiver satisfaction surveys will be included in the annual program self-evaluation. (Submitted to NYSOFA.)

PROGRAM/SERVICE BUDGET

1. Complete the attached supporting budget pages and submit with your proposal.

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DESCRIPTION OF SERVICES AND PROGRAMS

Overview

Oneida County Office for the Aging and Continuing Care (OFA/OCC) provides a single point of entry for individuals requiring services. As a designated Area Agency on Aging, OFA/OCC serves an active caseload of approximately 2,000 clients; each with one or more in-home services. It is the responsibility of the Area Agency on Aging to provide information, assistance, in-home assessments and care planning activities. Currently, service provision is provided through both OFA/OCC's direct services and sub-contracted agencies. Referrals come to the office through consumer calls, hospital discharge planners, and other area human service agencies. OFA/OCC is responsible for receiving referrals and supplying in-home visits, psycho-social needs assessments, information and assistance, care planning and case assistance. OFA/OCC also make the necessary referrals to needed services and brokerage case management with a regular reassessment of the client's status.

Oneida County Office for the Aging and Continuing Care Mission Statement

Serve as lead agency for the planning and development of coordinated systems for the delivery of home and community-based services for older adults, disabled, families and caregivers;

Provide access to programs and services that will meet the need of vulnerable individuals.
Advocate on behalf of older people, special minorities and those in greatest economic and social need for preventative programs and services that will promote a quality of life and enhance or maintain wellness, health functioning and independent living in the community.

Achieve positive outcomes for older adults, disabled, families and caregivers through arrangements with community agencies for a continuum of home and community based long term care services;

Collaborate with public and private organizations to form partnerships which leverage resources that will improve and expand programs and services for older adults, disabled, families and caregivers; and

Seek non-traditional sources of funding to enhance services and programs in the community.

Program Descriptions

A. Social Model Adult Day Care Services:

Provides structured, comprehensive programming to functionally impaired individuals with emphasis on socialization. Supervises and monitors personal care and nutrition. Participants attend, on average, one to three days per week as determined by their individual care plan designed by their case manager in conjunction with the director of the SADC program. Oneida County Office for the Aging and Continuing Care will coordinate with five SADC programs to provide services in Oneida County.

B. Volunteer Transportation:

Rides are provided by volunteers for individuals needing transportation and an escort for medical appointments. Transportation and escort services are provided on a voluntary basis. Staff also provides information and assistance on other available public and private transportation services.

C. Legal Services:

Legal outreach services for low income, older adults who are unable to obtain legal services for their own attorney. Priority services include estate planning, health care proxy and landlord-tenant issues.

D. Senior Evidenced-Based Health Promotion Program:

Health education and preventative activities designed for older adults. The Senior Health Promotion Program coordinates with Oneida County Health Department and senior centers throughout the community. Outreach and promotion/prevention activities are also performed at community events and health fairs.

E. Volunteer Bill Payer Program:

Assistance with monthly bill paying by trained volunteers. Oneida County Office for the Aging and Continuing Care assesses the need and makes referrals to Volunteer Bill Payers. This program assists older adults who are unable to perform routine monthly handling of their bill paying activities.

F. Consumer Directed Care Fiscal Intermediary Services

A non-profit agency that serves as a Fiscal Intermediary for individuals and caregivers receiving services through the Expanded In-Home Services for the Elderly Program (EISEP); Community Living Program (CLP); Veteran's Directed Home and Community Based Services Program (VDHCBS); and Caregiver Respite. The Fiscal Intermediary coordinates closely with the Oneida County Office for the Aging and Continuing Care Program Coordinator to establish consumer driven plans of care, budget based care plans, and agreements with consumer's providers of choice to ensure the delivery of individual consumer driven care plans. The Fiscal Intermediary reimburses providers in a timely manner for services approved by the Oneida County Office for the Aging and Continuing Care Program Coordinator.

ONEIDA COUNTY OFFICE FOR THE AGING
 PROPOSED BUDGET REQUEST

Contractor Name: Resource Center for Independent Living, Inc.

Address: 409 Columbia Street, PO Box 210

Utica, NY 13503-0210

Phone: 315-797-4642

Prepared by: Kristin Case

PROGRAM / SERVICE:

Aging Services Contract

RFP # 2018-243 Aging Services

Contract Period: January 1, 2019 - December 31, 2021

BUDGET SUMMARY CATEGORY	A. TOTAL BUDGET	B. ADMINISTRATIVE ACTIVITIES	C. DIRECT SERVICE ACTIVITIES
1. PERSONNEL	356,528	19,516	337,012
2. FRINGE BENEFITS	89,392	5,139	84,253
3. CONSULTANTS	6,350	365	5,985
4. EQUIPMENT	0	0	
5. TRAVEL	806	46	760
6. RENT	24,149	1,388	22,761
7. COMMUNICATIONS	2,149	124	2,025
8. PRINTING/SUPPLIES	7,728	444	7,284
9. OTHER EXPENSES	144,457	8,305	136,152
10. SUBCONTRACTS	0	0	
11. TOTAL BUDGET	\$631,561	\$35,329	\$596,232
12. ANTICIPATED INCOME	533,901		533,901
NET TOTAL (11 LESS 12)	97,660	35,329	62,331
13. OFA GRANT	0		0
14. PROVIDER FUNDS	97,660	35,329	62,331
15. UNITS (15342.05/yr)			
UNIT COST FOR THE GRANT			
(13 DIVIDED BY 15)			

Contract Period: January 1, 2019 - December 31, 2021

I. PERSONNEL	ANNUAL SALARY	%TO	ADMIN	%	DIRECT	SERVICE
Maureen Ghent	\$76,220		\$930	20%	\$15,244	\$15,706
Title: Sr Program Director						
.2 FTE					Current	Annual
Nicole Hediger	\$44,352		\$2,435	90%	\$39,917	\$41,126
Title: Manager of Elderly Svcs						
.9 FTE					Current	Annual
John Matrulli	\$25,740		\$1,570	100%	\$25,740	\$26,520
Title: Administrative Assistant/Scheduler						
1 FTE					Current	Annual
Johanna Ayoub	\$28,139		\$1,716	100%	\$28,139	\$28,991
Title: Program Aide						
1 FTE					Current	Annualized
Diana Torres	\$23,030		\$1,405	100%	\$23,030	\$23,727
Title: Program Aide						
1 FTE					Current	Annualized
Heidi Castor	\$21,450		\$1,308	100%	\$21,450	\$22,100
Title: Program Aide						
1 FTE					Current	Annualized
Patricia Brennan	\$25,116		\$1,532	100%	\$25,116	\$25,877
Title: Program Aide .5 FTE/ .5FTE ADS Driver						
1 FTE					Current	Annualized
Laurie Debejian	\$25,116		\$812	53%	\$13,311	\$13,715
Title: Service Coordinator						
.5 FTE					Current	Annualized
Laurie Mack	\$34,905		\$2,129	100%	\$34,905	\$35,963
Title: ADS Case Manager						
1 FTE					Current	Annualized
Carmella Bonacci	\$28,139		\$1,716	100%	\$28,139	\$28,991
Title: Recreation Therapist						
1 FTE					Current	Annualized
Richard Doyle						

	\$26,520		\$1,618	100%	\$26,520	\$27,324
Title: ADS Driver					Current	Annualized
1 FTE						
Angela Bradley	\$24,375		\$1,487	100%	\$24,375	\$25,114
Title: Program Aide					Current	Annualized
1 FTE						
Meredith Pfeifer Reid	\$26,520		\$857	53%	\$14,056	\$21,859
Title: ADS Food Service/Cook					Current	Annualized
,5 FTE						
TOTAL PERSONNEL	\$333,401		\$19,516	100%	\$319,940	\$337,012

*NOTE: The Dollar amount charged to this program MUST equal the amount on Page 1, Column A, Line 1.

Contract Period: January 1, 2019 - December 31, 2021

2. FRINGE BENEFITS:

Composite Percentage: 25%

TOTAL \$84,253

3. CONSULTANTS:

Consultant (List Name & Title for each entry)	Type of Service	Unit Cost (Rate/Hour)	No. of Units Hour/Session)	Amount
Entertainers Name:				5985/yr
Title:				
Name:				
Title:				
				TOTAL
				\$5,985

x 3 years

4. EQUIPMENT: (List only items having a unit cost of \$300 or more. For all equipment rentals, attach copy of agreement.)

Item And Description (Unit Cost of \$300 or More)	Quantity	Unit Purchase Price	Annual Unit Rental Price	Amount Chargeable to Program
Briefly describe equipment items with a unit cost of less than \$300.				
				TOTAL

4. TRAVEL: (Staff)

Mileage \$760 @ 0.5 per mile
 Tolls & Parking _____ for 1,520 Miles
 Public Transportation _____
 Volunteer Mileage _____

TOTAL \$760

NOTE: See "Other Expenses" for Conferences, Seminars & Training.

Contractor: Resource Center for Independent Living, Inc.

Contract Period: January 1, 2019 - December 31, 2021

6. RENT: (Include information below for rental property. Also include maintainance-in-lieu of rent charges for sponsor-owned property. Attach a copy of the lease for all rented property and a copy of the charge back breakdown for sponsor-owned property.)

1. Location:	<u>1607 Genesee Street Utica, NY</u>	Owner:	<u>RCIL</u>	
Square footage: @	<u>\$0.27</u>	per sq. ft.	in-kind	[]
Monthly Rental	<u>\$1,751.22</u>	x 12 =	<u>\$21,014.64</u>	annually
Utilities	<u>\$75.50</u>	x 12 =	<u>\$906.00</u>	annually
Maintainance-in-lieu of rent				
2. Location:	<u>1607 Genesee Street Utica, NY</u>	Owner:	<u>Wesley Smith Realty</u>	
Square footage: + 2 parking bays for vans		per sq. ft.	in-kind	[]
Monthly Rental	<u>\$70</u>	x 12 =	<u>\$840</u>	annually
Utilities			Janitorial Services	
Maintainance-in-lieu of rent				
3. Location:		Owner:		
Square footage: @		per sq. ft.	in-kind	[]
Monthly Rental		x 12 =		
Utilities			Janitorial Services	
Maintainance-in-lieu of rent				
TOTAL				\$22,761

7. COMMUNICATIONS:

Used for program's use only

	Telephone	Cell	Modem	
Number of lines	<u>8</u>	<u>2</u>		
Average charge per month	<u>\$ 22.43</u>	<u>\$ 71</u>	<u>\$</u>	
Telecommunications :	<u>\$ 93.43</u>	<u>(8) landlines & (2) Cell Phones/month</u>		
Postage: (general mailing)	<u>\$ 75.33</u>	Number of pieces: _____		
Postage: (bulk mailing)	<u>\$</u>	Number of mailings: _____ per month		
Others:	<u>\$</u>			
TOTAL				\$2,025

8. PRINTING AND SUPPLIES:

Be specific in listing printing and pupply needs used by the program only.

Printing: (description of item)	Quantity	Total Cost
Printing		\$165
Supplies: (used only for the program)		
Program supplies		\$442
Totals per month		\$607
TOTAL		\$7,284

Contract Period: January 1, 2019 - December 31, 2021

9. OTHER EXPENSES: (List specific items and costs.)			
Insurance \$ _____ Bonding \$ _____ Equip, Maint. & Repair \$ _____ Vehicle Maint. & Repair \$1301/mo Conferences, Seminars & Training \$45/mo Membership & Subscriptions \$48/mo Audit \$28/mo	Medical Exams \$55/mo Photocopying \$ _____ Data Processing \$142/mo Other (specify below): Food Costs \$2512/mo Consumer Transport \$7215/mo		
Totals per Month		11346	TOTAL \$136,152
10. SUBCONTRACTORS: (List each contract and cost; attach subcontractor budget necessary.)			
Name			
_____	\$ _____		
_____	\$ _____		
TOTAL			
12. ANTICIPATED INCOME:			
A. Source	Amount		
1) Many Hearts Fundraiser	\$35,724		
2) Medicaid	\$111,654		
3) Meal Reimbursement	\$14,614		
4) OFA	\$73,024		
5) MCO/Private Pays	\$237,426		
6) Private Donations	\$1,285		
7) State Grant	\$60,174		
B. Total Income (lines 1-6)	\$533,901		
C. Less Income used as matching funds	_____		
		TOTAL (3 minus 4)	\$533,901
13. OFA FUNDS REQUESTED:			
			TOTAL
14. PROVIDER FUNDS:			
Source:	Amount		
_____	\$ _____		
_____	\$ _____		
_____	\$ _____		
Plus: Income used as Matching funds (item 12C)	_____		
TOTAL			