



ONEIDA COUNTY BOARD OF LEGISLATORS

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

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(315) 798-5900

Mikale Billard
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(315) 798-5901

David J. Wood
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Minority Leader

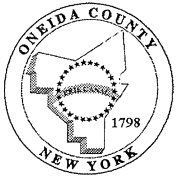
COMMUNICATIONS FOR DISTRIBUTION May 11, 2011

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

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COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

ONEIDA COUNTY OFFICE BUILDING
800 PARK AVENUE
UTICA, NEW YORK 13501
(315) 798-5800
FAX (315) 798-2390
www.ocgov.net

FN 20 11 - 160

May 2, 2011

WAYS & MEANS

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

Honorable Members:

In order to close the County accounting records for 2010, the need for fund transfers appeared in various departmental appropriation accounts throughout the County. These transfers are required primarily due to the need to charge 2010 accounts for actual and anticipated 2010 expenditures occurring in 2011, as required under Generally Accepted Accounting Principles (GAAP).

The transfers are fully covered by surplus funds in the 2010 budgets of other related accounts and will not require the use of funds from the Fund Balance. In most cases, the following transfers are made from unencumbered funds in other appropriation accounts within the respective departments.

The most notable deficits are in the Department of Social Services' Family Assistance (TANF) and Payments to State Training School cost centers, both of which were partially covered by additional revenue in the respective cost centers. The Legal Defense-Assigned Counsel account was also problematic due to the NYS mandate that costs associated with defending indigent residents be charged to the county of residence. Several accounts were known to be running high during 2010, but the exact magnitude of the deficit was not known until GAAP charges were computed in January, February and March, 2011. GAAP rules also require us to recognize gross sales tax revenues and record amounts that are shared with the cities and towns in the county.

Therefore, in accordance with Section 610, Oneida County Administrative Code, I hereby request your Board approval for the following **2010** fund transfers. I also request that these closeouts be acted on at the **May 11, 2011** meeting.

TO:

AA# A1165.109 ---	District Attorney Office, Other Salaries.....	\$ 1,708.
AA# A1165.455 ---	District Attorney Office, Travel & Subsistence.....	5,296.
AA# A1165.491 ---	District Attorney Office, Other Materials & Supplies	240.
AA# A1165.496 ---	District Attorney Office, Prosecution Expenses.....	10,412.
AA# A1170.4163 --	Public Defender-Criminal, Cellular Telephone.....	774.
AA# A1170.451 ---	Public Defender-Criminal, Auto Supplies	66.
AA# A1170.452 ---	Public Defender-Criminal, Auto Repairs	112.
AA# A1170.456 ---	Public Defender-Criminal, Gas & Oil.....	320.
AA# A1170.491 ---	Public Defender-Criminal, Other Materials & Supplies	308.
AA# A1170.4951 --	Public Defender-Criminal, Other Expenses	1,348.
AA# A1171.1951--	Legal Defense-Assigned Council, Other Fees & Services.....	238,146.
AA# A1185.1951 --	Coroner Office, Other Fees & Services	39,728.
AA# A1185.1952 --	Coroner Office, Transport/Lab Fees	7,171.
AA# A1185.197 ---	Coroner Office, Medical Services.....	108.
AA# A1190.1951 --	Grand Jury, Other Fees & Services.....	1,335.
AA# A1312.1951 --	Finance-Real Property Tax Services, Other Fees & Services	1,212.
AA# A1314.109 ---	Finance-Consolidated Tax Collection, Other Salaries	41.
AA# A1314.495 ---	Finance-Consolidated Tax Collection, Other Expenses.....	200.
AA# A1430.492 ---	Personnel, Computer Software.....	6,339.
AA# A1450.418 ---	Board of Elections, Meter Postage.....	10,464.
AA# A1451.491 ---	Board of Elections-HAVA, Other Materials & Supplies	24,142.
AA# A1620.101 ---	Buildings & Grounds, Salaries.....	1,031.
AA# A1620.417 ---	Buildings & Grounds, Rent/Lease Space	1,080.
AA# A2970.495116 -	Early Intervention Program, Transportation	430.
AA# A3150.102 ---	Sheriff-Jail Inmates, Temporary Help.....	172.
AA# A3150.103 ---	Sheriff-Jail Inmates, Overtime	644.
AA# A3430.195 ---	Drug Enforcement Task Force, Other Fees & Services	1,168.
AA# A4012.417 ---	Public Health-Clinic, Rent/Lease Space	6,045.
AA# A4015.109 ---	Lead Screening Program, Other Salaries	14,131.
AA# A4018.495 ---	Environmental Health, Other Expenses	514.
AA# A4082.195 ---	WIC Program, Other Fees & Services	2,738.
AA# A4312.495 ---	Mental Health-Psych Exp in Criminal Acts.....	230,014.
AA# A5620.109 ---	Department of Aviation, Other Salaries.....	7,573.
AA# A5620.414 ---	Department of Aviation, Utilities.....	1,141.
AA# A5620.452 --	Department of Aviation, Auto Repairs	26,588.
AA# A6010.49536 -	DSS Administration, NYS DSS Chargebacks	60,102.
AA# A7310.109 ---	Youth Bureau, Other Salaries.....	817.
	"A" Fund Total:	\$ 704,204.

FROM:

AA# A1165.4951---	District Attorney Office, Other Expenses	\$ 9,898.
AA# A1165.495124 -	District Attorney Office, Impact I Grant Expenditures.....	9,093.
AA# A1170.1951 ---	Public Defender-Criminal, Other Fees & Services	2,928.
AA# A1185.4951---	Coroner Office, Other Expenses	2,373.
AA# A1312.103 ---	Finance-Real Property Tax Services, Overtime	1,453.
AA# A1430.425 ---	Personnel, Training & Special Schools.....	6,339.
AA# A1451.295 ---	Board of Elections-HAVA, Other Equipment	34,606.
AA# A1620.414 ---	Buildings & Grounds, Utilities.....	45,180.
AA# A1620.416 ---	Buildings & Grounds, Telephone.....	2,111.
AA# A1930.420 ---	Judgments & Claims, Other Expenses	76,287.
AA# A2970.246 ---	Early Intervention Services, Medical Equipment.....	430.

AA# A3150.411 - - -	Sheriff-Jail Inmates, Office Supplies	816.
AA# A3430.102 - - -	Drug Enforcement Task Force, Temporary Help.....	1,168.
AA# A4012.447- - -	Public Health Nurses, Pharmaceuticals.....	6,045.
AA# A4018.109 - - -	Environmental Health, Other Salaries.....	14,645.
AA# A4082.211 - - -	WIC Program, Office Equipment.....	2,738.
AA# A4310.4951- - -	Mental Health Administration, Other Expenses.....	7,368.
AA# A4310.49517 - -	Mental Health Administration, Cerebral Palsy	222,646.
AA# A5620.491 - - -	Department of Aviation, Other Materials & Supplies.....	35,302.
AA# A6010.49534 - -	DSS Administration, General Contract Expenses.....	60,102.
AA# A6010.49535 - -	DSS Administration, Inter Agency Contracts	161,859.
AA# A8830.4951- - -	Youth Services Programs, Other Expenses.....	817.
	"A" Fund Total:	\$ 704,204.

I also request your Board approval for the following 2010 supplemental appropriations:

AA# A1985.4 - - -	Sales Tax Payments to Other Governments.....	\$ 34,622,784.
AA# A5630.495 - - -	Bus Lines in Oneida County, Other Expenses	35,633.
AA# A6109.495 - - -	DSS-Family Assistance, Other Expenses.....	1,581,560.
AA# A6129.595 - - -	DSS-Payments to State Training Schools, Other Expenses	1,783,913.
AA# A6141.495 - - -	DSS-Safety Net Part-County, Other Expenses	315,889.
AA# A6434.495 - - -	Economic Assistance & Opportunity, OC Snowmobile	89,443.
	\$	38,429,222.

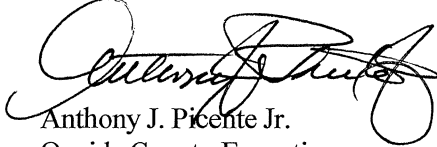
AA# J6293.495 - - -	Summer Youth Employment Program, Temporary Help	\$ 11,428.
AA# J6300.425 - - -	Workforce Development Administration, Training.....	161,797.
AA# J6300.495 - - -	Workforce Development Administration, Other Expenses.....	161,984.
AA# J6300.495129- -	Workforce Development Administration, Rome One Stop	25,359.
AA# J6342.495 - -	Local Re-entry Task Force Initiative, Other Expenses	143,683.
	"J" Fund Total:	\$ 504,251.

These supplemental appropriations will be fully supported by additional revenue in:

RA# A1112 - - - - -	Sales Tax Receipts for Other Governments.....	\$ 34,622,784.
RA# A3505 - - - - -	State Aid-Bus Line Operators.....	35,633.
RA# A3641 - - - - -	State Aid-Safety Net Part County	1,026,181.
RA# A4489 - - - - -	FMAP Medicaid Stimulus	1,387,337.
RA# A4608 - - - - -	Federal Aid-FFFS Funding.....	1,267,844.
RA# A3760 - - - - -	State Aid – Snowmobile Trails	89,443.
	\$	38,429,222.

RA# J3763 - - - - -	State Aid-Trade Adj Assistance.....	\$	118,244.
RA# J3764 - - - - -	State Aid-Local Re-entry Task Force		85,961.
RA# J4805 - - - - -	Federal Aid-WIA-Dislocated Worker		<u>300,046.</u>
		\$	504,251.

Respectfully submitted,



Anthony J. Picente Jr.
Oneida County Executive

AJP: gpb
CC: County Attorney



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County Executive
ce@ocgov.net

FN 20 11 - 161

PUBLIC WORKS

WAYS & MEANS

April 27, 2011

Board of Legislators
Oneida County Office Building
800 Park Avenue, 10th Floor
Utica, New York 13501

Re: David & Cynthia Morgan d/b/a Blue Flag Restaurant
Request for renewal of Lease

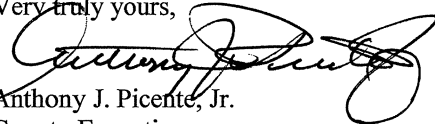
Honorable Members:

As you may know, the County of Oneida entered into a Lease Agreement with David and Cynthia Morgan in April of 2006 for the operation of a restaurant (The Blue Flag) at the Union Station. The initial term was for five (5) years ending on April 26, 2011, with additional renewal options "upon the further consent of the Oneida County Board of Legislators."

The Lease provides that the Lessee shall provide written notice of its intention to renew at least one hundred and eight (180) days prior to the expiration of the initial lease term, in which event the County shall then present a request to the Board of Legislators for its review and approval. Although it does not appear that notice was not provided in strict accordance with the terms of the Lease, the Lessee has indicated a desire to renew and, thus, the matter is being submitted to you for your consideration.

Since his appointment to the position of Deputy Commissioner for the Department of Public Works, Brian Scala has been assigned to review all leases of space in County- owned buildings, including Union Station. Mr. Scala will be available to address any questions, comments and/or concerns you may have relating to this request.

Very truly yours,


Anthony J. Picente, Jr.
County Executive

AJP/kdp

Law Offices of
Anthony J. LaFache
Attorney at Law
Genesee Professional Center
288 Genesee Street - Suite #2
Utica, New York 13502
Phone (315) 793-8800
e-mail alafache@yahoo.com

Fax (315) 793-0064

December 1, 2010

Mr. Brian N. Scala
Oneida County Department of Public Works
6000 Airport Road
Oriskany, New York 13424

RE: Morgan - Blue Flag Room, LLC

Dear Mr. Scala:

I am in receipt of your letter of November 23, 2010. Mr. Morgan did advise me that he instructed his accountant to provide you with all of the information you requested. I was not aware of the fact that the letter came back "unclaimed". I would be more than happy to assist you.

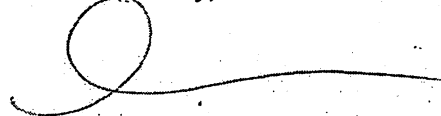
I believe the Blue Flag, since it began its operation, has been an asset to the County, to the public in general and to the train station in particular. The owners of the Blue Fag desire to continue their relationship with the County, and do desire a renewal of the lease in question.

I will give the matter my immediate attention. Mr. Morgan did indicate to me that he thought he provided the monthly gross receipts figures to his accountant and did not retain these figures. If this is the case, then Mr. Schofield should be cooperating in this regard.

In any event, I do apologize for the problems and, as noted above, will give the matter my immediate attention.

Please feel free to contact me if you have any questions.

Yours truly,



ANTHONY J. LA FACHE

AJL/ds

Rec'd
12/3/10
[Signature]

Rec'd by B.O.L.
5/5/11

Oneida County Contract Tracking Sheet

Printed:
4/11/2006 12:00:40 PM

Contract # 007679	Code New	Prior #	Dept #
Vendor DAVID & CYNTHIA MORGAN	Type: Lease		
Starts on Contract Execution: <input checked="" type="checkbox"/>	Start Date	End Date	12/31/2011

Department: Appropriation Acct: Revenue Code: Contract Amount:

Public Works A1490.411 \$0.00
 Contact Person: Jack Williams 798-5623
 Lease of Union Station Restaurant

1) County Attorney:

Approval as to Form	YES <u>X</u>	NO _____
Contract Amount Over \$50,000	YES _____	NO <u>X</u>
Board of Legislators Approval Req'd	YES <u>X</u>	NO _____
Board of Acquisition and Contract	YES _____	NO <u>X</u>
Requires Notary Public	YES _____	NO <u>X</u>

Comments:

Date: 4-11-06

Initials: LMAD

2) Budget Director

Comments:

Date:

Initials:

3) Final Review

County Attorney

Comments:

Date:

Initials:

4) Sent to Board of Legislators

(contract to be held in Law Dept.)

Sent Date: 4-11-06

Approval Date: 4/26/06

Resolution Number: 159

Sent to County Executive for Signature

Date: 4-28-06

4/28/06 - Dave Morgan came in this office this date and took with him 1 original signature contract.
 RL

This Agreement of Lease made the 27th day of April, 2006

WITNESSETH that the County of Oneida, a municipal corporation organized under the laws of the State of New York, hereinafter called "Lessor", hereby leases to David Morgan and Cynthia Morgan, 510 Buchanan Road, Utica, New York, 13502, hereinafter called collectively the "Lessee", for and in consideration of the rents to be paid and of the covenants and agreements hereinafter mentioned on the part of the Lessee to be paid, kept, and performed, the following described premises:

All that certain space shown on Attachment "A" appended herewith and made a part hereof also including that portion of the Lobby area ("Café Area") in the Lessor's Union Station Building, 321 Main Street, City of Utica, County of Oneida and State of New York. The Lessee, at the sole discretion of the Lessor and upon written notice, may use portions of the area located outside of and on the northwest side of the Station for restaurant purposes, as also shown on Attachment "A". The caged area at the basement level, immediately below the kitchen area, is included in the leased space. The mezzanine area above the restaurant area is specifically excluded from this lease and may not be used by the Lessee for any purposes.

The above described premises, together with any and all buildings or other structures and improvements thereon owned by Lessor are hereinafter referred to as the "Demised Premises".

Lessee shall not use or occupy the Demised Premises for any purpose other than operating a restaurant business. The sale and dispensing of any alcoholic beverages may be done upon proper licensure and then, only as incidental to the operation of the restaurant. Lessee agrees that the Demised Premises shall not be used or allowed to be used for any illegal or criminal activity and, in the event that it can be shown that Lessee engaged in or allowed such activity, Lessor shall have the right to immediately terminate Lessee's use and occupancy of the Demised Premises under this agreement.

LESSOR'S FACILITIES

1. Lessor hereby reserves unto itself and its licensees the right and easement to construct, use, operate, maintain, repair and review any pipe, conduit or tunnel and any electric communication or signal transmission lines, together with poles and guys therefore, and any other facilities of like character, as may now exist or may hereafter be placed upon, under or over the Demised Premises, it being agreed that this Lease is subject and subordinate to any and all such rights, easements and uses. Lessee shall occupy and use the Demised Premises in a careful, safe, orderly and neat manner so as not to interfere in any way with the maintenance or operation of the business of Lessor or of its licensees and tenants or with any structures or facilities appurtenant to the business of Lessor or its licensees and tenants and so as not to detract from the appearance of the Station.

TERM/RENT

2. The term of this lease shall begin as of the date this lease is signed by both parties. ("Commencement Date")

Lessee shall hold the Demised Premises for an initial term of five (5) years commencing on that date as set forth above and ending on the fifth anniversary of such date, unless sooner terminated as hereafter provided. Lessee shall have the option to renew this lease for three (3) additional terms of five (5) years each upon the further consent of the Oneida County Board of Legislators. The rental amount for the initial term of this Lease Agreement and the first renewal term thereof shall be fixed at the per annum rate set forth below; the per annum rent for the two additional renewal terms shall be subject to renegotiation with the Lessor to reflect adjustments for inflation and/or other considerations.

Rental payment per year for the first five-year term shall be in two parts, A and B. The first (Part A) shall be a payment of \$18,000.00 per annum and the second (Part B) shall be a fee of 2% of the gross receipts in excess of \$240,000.00 per consecutive twelve month period.

Part A of such rent shall be payable to the Lessor in equal monthly installments, the first of which is due within ten (10) days of the commencement date set forth herein, with the remaining monthly payments due on the 10th day of each subsequent month of the term thereafter.

Part B of such rent shall be paid in monthly installments, where the gross receipts in the first and any subsequent month of the term shall be in excess of \$20,000.00, the first of which is due within ten days from the end of the month beginning with the commencement date set forth herein and shall be calculated as 2% of the amount exceeding \$20,000.00.

Lessee acknowledges and agrees that if, after any consecutive twelve month period from the commencement date set forth herein, the gross receipts are not in excess of \$240,000.00, Lessee shall receive a credit of any amount paid in under Part B remittances, for that consecutive twelve month period only. This credit shall only be applied toward the next subsequent twelve month period drawing against monthly Part B remittances and carried forward until such credit is exhausted.

Lessee further acknowledges and agrees that it shall only be liable for and responsible to pay to Lessor the full amount of 2% of the gross receipts in excess of \$240,000.00 per consecutive twelve month period. After the close of any consecutive twelve month period, if the total amount paid in monthly as described herein, i.e., calculated as 2% of the monthly gross receipts exceeding \$20,000.00,

exceeds the full amount of 2% of the gross receipts in excess of \$240,000.00 per consecutive twelve month period, Lessee shall be entitled to a credit for the difference against the next consecutive twelve month period drawing against monthly Part B remittances and carried forward until such credit is exhausted.

If, for any reason, Lessor is due any residual or balance remittance from Lessee for any Part B rent due and owing, pertaining to any consecutive twelve month period, Lessee shall remit payment to Lessor within sixty days of the close of such consecutive twelve month period.

Lessee acknowledges and agrees that, after any consecutive twelve month period, a twelve month reconciliation showing the monthly gross receipts and all Part B amounts paid for that period shall be provided to Lessor.

Lessee acknowledges and agrees that it shall receive no credit, return, or refund thereof of any credit or any amount or amounts paid for any reason, whether paid or unpaid to Lessor, under either Part A or Part B of this agreement for any Lessee breach or default of this agreement. Lessee acknowledges and agrees that Lessor shall not be responsible or liable to return any amount or amounts paid in by Lessee, whether a credit or payment, for any reason under either Part A or Part B of this agreement, for any period less than twelve consecutive months prior to termination of the rental agreement, if this agreement is not extended or is terminated for any reason.

In the event that any payment(s) required under the terms of this Lease Agreement are not paid by the Lessee within thirty (30) days of the due date thereof, interest on such unpaid balance shall accrue at the monthly rate of 1.5%.

X Lessee shall give Lessor written notice of its intention to renew the Lease Agreement at least one hundred and eighty (180) days prior to the termination of the initial term of this lease or any renewal term thereof. Lessor shall then present such intention to renew to the Oneida County Board of Legislators for their review and approval. In the event that Lessee fails to give Lessor the aforesaid timely notice of its election to exercise its option for renewal of this lease, such option shall thereafter be and become null and void and of no further force and effect, except as hereinafter provided.

RENTAL CONSIDERATIONS

3. It is acknowledged by the Lessor that the Lessee is making permanent changes to the Demised Premises by way of construction consisting of demolition, removal, renovation and installation of fixed improvements.

In connection with the improvements as hereinbefore mentioned, the Lessee shall receive a credit of the Part A per annum rent in the amount of \$14,000.00, not to

include the Part B, 2% per annum gross receipts in excess of \$240,000.00, or any monthly Part B payment in connection therewith, in consideration for the construction and permanent improvements to the Demised Premises in a sum not to exceed \$140,000.00. The Lessee shall provide to the Lessor a specific list setting forth the nature and extent of the permanent improvements, construction, renovations and installation of fixtures, together with paid invoices, within six months from the commencement date set forth herein, evidencing the cost and payment by Lessee thereof. It is understood, acknowledged and agreed that all construction and permanent improvements shall be contracted for and/or started within three (3) months from the commencement date set forth herein. It is understood, acknowledged and agreed that, regardless of any cost incurred by the Lessee, Lessee shall not receive any credit toward per annum rent, a return, a refund, or any other consideration, for early termination of this agreement for any reason, and it is understood, acknowledged and agreed that, regardless of any cost incurred by the Lessee, Lessee shall not receive any credit toward per annum rent, or any other payment, in excess of the \$140,000.00, although it is possible that the costs may be in excess of that amount which, as noted above, shall be verified by proper documentation as required by the Lessor. It is acknowledged and agreed that no credit will be given toward Part A per annum rent in the event the sum of the construction and permanent improvements is not equal to or at least \$140,000.00.

It is further acknowledged and agreed that all credits under Part A per annum rent will be completely exhausted at either the point (a) where ten (10) years has passed from the commencement date set forth herein or (b) where Lessee's cumulative gross receipts, starting with the first month beginning with the commencement date set forth herein, and extending possibly through a second five (5) year renewal term thereof, are equal to or greater than the sum of \$2,250,000.00. At either such point, it is acknowledged and agreed that all Part A per annum rent credits shall be exhausted in full.

Lessee shall provide the appropriate documentation to the Lessor to substantiate both the monthly and per annum gross receipts, including but not limited to corporate tax returns; financial statements; balance sheets and/or statements; and/or accounting records as may be required by the Lessor, or any agent or designee of Lessor. Lessee acknowledges and agrees that for Part B determination, gross receipts, both monthly and annual, shall be determined on an accrued and not a cash basis.

OPERATING HOURS

4. Lessor's intent in leasing space to the Lessee to operate a restaurant facility is to provide an opportunity for meal service to the traveling public and the tenants of the building. The Lessee shall operate the restaurant Monday through Friday between the hours of 11:30 AM until 2:30 PM (and at other times and days as applicable) to provide lunch service to the public, building occupants, and travelers. Otherwise,

Lessee's permissible hours of operation shall be from 6:00 AM until 2:00 AM, seven days a week.

Occurrences causing temporary closings, including but not limited to, occurrences such as remodeling, strikes, interruption of utilities or a disability or illness of short duration shall be excluded from these provisions. The Lessee shall operate the restaurant in a manner that will not result in the introduction into the common area or offices or other rental spaces of noise, music or other loud sounds that may interfere with the ability of other tenants or offices to carry on normal business activity, or that interferes with the public's right to enjoy the Station environment or the public's ability to hear public announcements of activities related to the transportation services at the Station.

The Lessor agrees to allow the Lessee to conduct entertainment on the Demised Premises only of the type and in the location as described in any special use permits applied for and issued by the Deputy Commissioner of Public Works, as described elsewhere in this document. Any other entertainment may be conducted on the Demised Premises only with the prior written consent of the Lessor, which consent shall not be unreasonably delayed or withheld.

ASSIGNMENT

5. The Lessee shall not have the right to assign this agreement or sublet the Demised Premises or any part thereof or make any alterations therein, or any additions thereto without the written consent of the Lessor. All additions, permanent fixtures or improvements which may be made by the Lessee, except movable furnishings, or restaurant equipment owned by the Lessee or other removable fixtures, shall become the property of the Lessor and remain upon the Demised Premises as a part thereof, and be surrendered with the Demised Premises at the termination of this lease. Lessee shall be allowed to assign this lease with Lessor's written approval, which approval shall not be unreasonably withheld or delayed, to an entity or corporation which can provide comparable service and which presents appropriate past operational history, if any, and acceptable financial ability to provide such service.

UTILITIES/SERVICES

6. Lessor agrees to furnish HVAC, water and sewer service to Lessee's Demised Premises at their present capacity and configuration. Lessor shall also provide janitorial services and maintenance of the common areas. The Lessor shall not maintain or provide janitorial services to the Lessee's Demised Premises. Lessor further agrees to provide snowplowing and sidewalk clearing, sanding and salting of sidewalks, and security for the common areas. Lessee shall be responsible for payment of electric and gas bills for the Demised Premises. The Lessor shall not be responsible for any loss of income or suspension of Lessee's services due to a delay or loss of electric or gas service to the Demised Premises unless the proximate cause for such loss of income or suspension of services is the Lessor's own negligence or lack of care.

In the event of such delay or loss of electric or gas service, the Lessee shall make all reasonable efforts to contact the Lessor, through the County Representative indicated in Paragraph 22 of this agreement, within one (1) hour of the loss or delay of such utility service either during Lessor's hours of operation or as soon as such loss of utility service is detected.

Prior to occupancy, Lessor shall test the current HVAC system servicing the Demised Premises and make sure that the system is operating at peak capacity as it is currently configured. Thereafter, Lessee shall maintain the HVAC system to Lessee's own satisfaction.

Lessor shall make all reasonable efforts to assist the Lessee in converting the current electric hot water system to a gas hot water system. Such conversion shall be paid for by the Lessee and shall be done in full compliance with existing fire and building codes.

TELEPHONE SERVICE

7. The Lessee shall have the right to have telephone service installed at the Lessee's own expense. Lessee, upon termination of this agreement, shall have the right to remove any telephone(s), which are the Lessee's property on the Demised Premises. Establishment of a telephone service shall first be approved by the Lessor to assure proper installation and location thereof and such approval shall not be unreasonably delayed, withheld, or conditioned.

MACHINERY AND EQUIPMENT

8. The Lessee is hereby authorized to install all machinery and equipment for its operation on/at such Demised Premises; such machinery and equipment installed by the Lessee shall at all times remain the property of the Lessee notwithstanding the terms of paragraph 3 of this lease and at no time will such machinery and equipment be considered a fixture or appurtenance of the Lessor's property. At the termination of the lease or any renewal period thereof, the Lessee agrees to remove all such machinery and equipment installed by Lessee subsequent to the lease signing, and the Lessor agrees that the Lessee is so entitled. If such removal is not completed by the Lessee within a reasonable period of time, then the Lessor shall have the authority to so remove, charging the expense of such removal, as well as reasonable storage fee, to the Lessee. The Lessor shall have the option of pursuing its appropriate legal remedies to collect such expenses, or, following 120 days after such removal by the Lessor, the Lessor may sell any of such machinery and equipment in storage in order to pay for such expenses, forwarding the surplus, if any and not needed to satisfy any outstanding liability owed by the Lessee to the Lessor, to the Lessee providing the Lessor must give the Lessee at least thirty (30) days written notice thereof and an opportunity to remove said items within that thirty-day period. In the event that any items attached to the realty are allowed to be

removed, the premises will be put back in the condition that existed prior to their installation or a manner suitable to Lessor.

The Lessor shall be responsible for providing kitchen space and shall allow the Lessee the use of any equipment on the Demised Premises which is suitable for restaurant operations. The Lessee accepts the equipment in as-is condition. The Lessor makes no warranty or representation as to the suitability of any equipment for any particular use or purpose. The Lessee shall keep all such restaurant equipment in good and serviceable order and shall use such equipment in compliance with all applicable state and local fire, building and sanitary codes. Lessor agrees that, prior to occupancy of the Demised Premises by the Lessee, Lessor shall remove all debris and unused or unnecessary equipment from the kitchen area at Lessor's expense.

The Lessee shall be responsible for cleaning and maintaining all kitchen equipment and kitchen related venting and ductwork in normal working condition throughout the term of the lease. The Lessee shall also be responsible for any necessary replacement or repairs of kitchen equipment and for the purchase and installation of additional kitchen equipment desired by the Lessee and not in place at the initiation of the lease. The Lessor must consent in writing prior to the Lessee replacing or adding any kitchen equipment, which consent shall not be unreasonably withheld or conditioned.

ACCEPTANCE OF PREMISES/DUTY TO REPAIR

9. Lessee hereby accepts the premises in the condition they are in at the beginning of this lease, and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term excepting only reasonable wear and tear arising from the use thereof under this agreement, excepting such change in condition, order and repair as may be incidental to the rehabilitation of the property, and to repair immediately, upon demand of the Lessor; any damage to water apparatus, or electrical lights or any fixtures, appliances or appurtenances of said premises, or of the building caused by any act of neglect of the Lessee, or of any person or persons in the employ of the Lessee or persons acting on the authority or at the direction of the Lessee or guests or invitees of the Lessee. Lessee shall keep the Demised Premises clean and in good condition and shall not allow the accumulation of merchandise, containers, debris or any other materials on the sidewalks, driveways or parking areas adjacent to or about the Demised Premises.

RENOVATIONS

10. It is agreed between the parties that the premises leased under this agreement may be renovated to suit the Lessee's needs subject to approval by the Lessor. Furthermore, Lessee shall be responsible for securing, paying for and posting building permit(s) required as a result of proposed renovations. Lessee shall provide copies of all building permit applications and resulting building permits to Lessor prior to the start of renovations. It is mutually understood and agreed that the cost of such

renovations requested by the Lessee will be borne fully by the Lessee following a review of and written approval by the Lessor of the proposed renovations, and such approval shall not be unreasonably delayed, withheld or conditioned. If, however, during renovations, existing hazardous materials (i.e. asbestos) must be disturbed, then the Lessee shall be responsible for obtaining an asbestos survey and for the abatement of such condition in accordance with any applicable statutes at its own cost and expense, except that if, in the sole opinion of the Lessor, the cost thereof shall be considered too high, then such renovation by the Lessee shall not be made but that such project abandonment shall not be cause for cancellation of lease, or rent abatement or reduction.

ACCESS BY HANDICAPPED

11. It is agreed between the parties that the Demised Premises made available as an adjunct to or part of or along the way to the means of ingress or egress to the premises leased under this agreement by the Lessee shall be, at all times during the term of this lease, accessible and safe for use by handicapped persons in accordance with Federal Law.

PARKING BY LESSEE

12. Lessee shall have the right to park two (2) employee automobiles at a location to be determined by the Lessor. The Lessor shall provide access for delivery to the restaurant door on the north side of the Station.

EXCLUSIVE OPERATION

13. The Lessee shall have the exclusive right to operate a restaurant facility in Union Station and serve food and beverages during the term of the lease. Said exclusive right, however, shall not be applicable to concession or related items, including coffee, juice, soft drinks, water and baked good, sold over the counter at locations designated by the Lessor, the sale of which, in the judgement of the Lessor, will be of necessary service to the traveling public and occupants of the building. Lessor shall permit no other food service providers to rent or occupy space at Union Station with the exception of the concession goods providers leasing space at Union Station, presently or in the future.

ACCESS TO PREMISES BY LESSOR

- 14.. Lessee agrees that Lessor, its agents and/or employees, shall have the right to enter into and upon the Demised Premises or any part thereof, at all reasonable hours for the purpose of examining the same, or making emergency repairs or alterations as may be necessary for the safety and preservation thereof. Further, Lessee agrees that Lessor, its agents and/or employees shall have the right to enter into or upon the Demised Premises or any part thereof as necessary in order to effectuate any rehabilitation of the Demised Premises, to the extent that such right does not interfere with the Lessee's use and enjoyment of such premises.

DAMAGES TO LESSEE'S PROPERTY

15. All personal property placed or moved in the premises above described shall be at the risk of the Lessee or personal property owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the Lessee's employees arising from any cause (other than such causes as might be attributable to the negligence of the Lessor, or its agents or employees) or from any act of negligence of any co-tenant or occupants of the building or of any other person whosoever, as from any act of theft, vandalism, malicious mischief or similar occurrence.

DAMAGE TO LESSOR'S PROPERTY

16. The Lessee shall be responsible for all damages to the Demised Premises subject to the lease agreement caused by the negligence of Lessee or any of his agents, employees or invitees in the normal operation of a restaurant on the Demised Premises and shall be further responsible for all damages caused to the premises by the malfunctioning of any equipment or other property used by or in the possession of the Lessee and due to Lessee's negligence and not the property of or in the care and custody of the Lessor. The Lessee shall report to the Lessor any damages to said premises no later than the one (1) working day following the day upon which such damage was discovered.

RIGHT TO REPAIR

17. The Lessee reserves the right and agrees to repair said Demised Premises within a reasonable period of time through the use of its employees or to hire any competent third party to repair any defects or damage to said premises. Repairs to said premises shall not be made without the approval of the Lessor unless the total cost for each repair is less than One Hundred Dollars (\$100.00), and it is impractical to immediately secure such approval, and additional damages would result if not immediately repaired. Any damages due to the delay of Lessor shall be reimbursed to Lessee by Lessor. Such approval by Lessor shall not be unreasonably delayed, withheld or conditioned.

MAINTENANCE

18. Lessee shall be responsible for maintaining the Demised Premises and, should permission be granted by the Lessor, the space outside of the Station designated for general restaurant use (as shown on Attachment "A"), during the term of this lease agreement in a neat and sanitary condition. Lessee agrees to be responsible for the disposal of its trash and garbage including, but not limited to, grease and cooking oil. The Lessee shall pay for the cost of such service utilizing suitable containers for disposal to be located in a spot designated by the Lessor on the north side of the Station, west of Railroad Street. The Lessee agrees to dispose of all trash and garbage generated by the operation of a restaurant at the Union Station site by using

only facilities and waste haulers approved of by the Oneida Herkimer Solid Waste Authority.

DESTRUCTION OF PREMISES

19. In the event the Demised Premises shall be destroyed or so damaged or injured by fire or other casualty during the term of this agreement, whereby said premises shall be rendered untenable, then the Lessor shall have the right to render said premises tenable by repairs to be completed within ninety (90) days therefrom. If said premises are not rendered tenable within said time, it shall be optional with either party hereto to cancel this lease. The cancellation herein mentioned shall be submitted in writing by either party hereto to the other at least fifteen (15) days prior to the actual cancellation date. If the property is rendered untenable by fire or other disaster or casualty during the term of this lease or any subsequent renewal thereof, then the Lessee's obligation to pay rent hereunder shall be suspended as of the date that the premises became untenable. The determination of what is tenable or untenable shall be made by the fire or building code inspector of the Department of State of the State of New York.

INSURANCE

20. Lessee agrees that it will, at its own expense, at all times including the Lessee's initial use or occupancy of the Demised Premises and during the term of the lease agreement and any extension or renewal thereof, maintain in force a policy of insurance, which will insure against liability for property damage and/or injury/death with regard to any property or persons within or about the Demised Premises. The liability coverage of such insurance shall not be less than One Million Dollars (\$1,000,000.00). Lessee agrees to have the Lessor added to said insurance policies as a named additional insured, as its interest may appear, and to provide the Lessor with a certificate from said insurance company or companies showing coverage as herein before required, and to provide that such coverage shall not be terminated without written prior notice to the Lessor of at least thirty (30) days.

In the event that the activities and operations of the Lessee shall change in such a substantial fashion as to pose an additional risk of liability, then the Lessor shall have the right to request from the Lessee that the Lessee increase the liability coverage on its insurance policy.

LIABILITY OF LESSOR/INDEMNIFICATION

21. Lessee agrees that it shall indemnify and hold harmless the Lessor from and against any and all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising from personal injuries or death to persons or property damage caused by the negligence, misconduct or lack of care on the part of the Lessee and/or Lessee's agents, servants, employees, guests or invitees. The Lessee further indemnifies and holds harmless the Lessor from any and all liability, damages,

expenses, costs, causes or action, suits, claims or judgements caused or occasioned by the sale, dispensing, or provision of alcoholic beverages to the public by the Lessee. Lessee shall provide a defense to the Lessor against all actions brought in the circumstances as herein described.

On the commencement date of this Lease Agreement, Lessee shall provide the Lessor with a deposit in the amount of \$5,000.00, to ensure the faithful performance of the Lessee of all of the terms and requirements set forth in said Lease Agreement, which deposit shall be held in escrow by the Oneida County Commissioner of Finance in an interest bearing account, with all interest and accrued interest to remain in the escrow account. Upon the six month anniversary of the commencement date of this Lease Agreement and upon the faithful performance thereof, the Lessor shall return to the Lessee \$2500.00 of the deposit amount; the remaining balance of \$2500.00 and all interest and accrued interest thereon shall remain on account in escrow. Lessor reserves the right to draw down at any time from the deposit or deposit balance for any reimbursement, expense or liability due to the Lessor, for any reason, under the terms of this Lease Agreement, the balance thereafter to be eventually returned to the Lessee, with accrued interest, at the termination or expiration of this Lease Agreement.

DEFAULT OF LESSEE

22. In the event that the Lessee defaults in the performance of any of the material covenants herein, it is mutually understood and agreed that the Lessor may terminate this lease and sue for non-payment of rent and re-enter said premises without resort to judicial process, or resort to any legal remedy available to it.

NOTICES

23. All notices to be served upon Lessee by Lessor or upon Lessor by Lessee shall be in writing and delivered by registered or certified mail. Notices to the Lessors shall be addressed to the County of Oneida, Department of Public Works, Attention: Deputy Commissioner-Division of Engineering (or his/her designee or successor), 6000 Airport Road, Oriskany NY 13424. Notices to the Lessee shall be addressed to: David Morgan and/or Cynthia Morgan, 510 Buchanan Road, Utica, New York, 13502.

The Lessee acknowledges and agrees that any requests, complaints or comments regarding the operation of Union Station, the conduct of its employees or tenants or the obligations of the Lessor with regard to the Demised Premises under this agreement shall be directed exclusively to the County officer or his/her designee indicated above and not to any County employee or Station tenant directly. The designated County officer may be reached at 793-6236 or 793-6248.

WAIVER LIMITED

24. No waiver of any breach or breaches of any provision or condition of this lease agreement shall be construed to be a waiver of any preceding or succeeding provision or condition of the lease or breach of same.

CONDITIONS UPON NON-RENEWAL

25. In the event that Lessee elects not to exercise its option to renew this lease, Lessor shall have the right to offer the property for lease, sale or other disposition to persons or entities other than Lessee.

In the event that a renewal lease between Lessor and Lessee is not entered into, and that Lessor has not leased or otherwise disposed of the Demised Premises to one other than the Lessee, said renewal of lease or other disposition to take effect upon the expiration of the term of this lease, Lessee may continue to rent the premises from Lessor beyond said expiration on a month-to-month basis at an amount equal to the same monthly rate of rental as was paid prior to said expiration plus no more than a 10% increase to the Part A per annum rent, and otherwise upon the terms and conditions contained herein; except that, upon commencement of such month-to-month tenancy, the tenancy is subject to the right of Lessor to terminate the tenancy upon written notice of thirty (30) days to Lessee.

TERMINATION IN EVENT OF CONDEMNATION

26. If the whole or any substantial part of the Demised Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose then in that event the term of this lease shall cease from the date of title vesting in such proceeding and Lessee shall have no claim for the value of any unexpired term of the lease.

COMMON AREAS

27. Lessee shall have the right to use, in common with Lessor and others legally entitled thereto, the existing pedestrian entrances, hallway vestibules and rest rooms as shown on Exhibit A.

Lessor makes no representations as to condition, fitness or utility of said common areas except that such areas shall be neat, sanitary and regularly cleaned. Lessee's liability arising out of use of said areas shall be as if same were included within the Demised Premises leased herein.

In the event that the Lessor is asked by a third party to permit temporary food service in the common areas, such permission shall be conditioned on Lessee's right of first refusal as to the provision of such temporary food service in the common areas of the Station.

USE OF COMMON AREAS

28. The Lessor will permit the Lessee to use the common areas on the main floor for social functions under the following conditions:

- A request for use must be received by the Deputy Commissioner of Public Works-Division of Engineering for review at least two weeks in advance of the event.
- The Lessor, through the Division of Engineering, must grant written approval for each requested use; such approval shall not be unreasonably withheld.
- Lessee is responsible for janitorial services, additional security, additional maintenance as may be required by Lessor.
- The Lessor reserves the right to require a reasonable level of additional insurance for each event.
- Lessee must assure that access for the traveling public to ticket windows, and access to other leased space in the Station shall not be unduly restricted.

JOINT USE

29. Lessor hereby reserves unto itself, its employees, tenants, invitees and licensees, at any time and at all times, the right to use jointly the waiting room and common areas, which right shall be superior to Lessee's use thereof in the event of any conflicting uses. In the event that the Lessor has granted permission to the Lessee to use the waiting room and common areas for a specific event, the Lessor's right to use such area shall be limited to the minimum extent possible consistent with maintaining access to other lease holder's space, by the traveling public, and for the maintenance and safety of the common areas in general.

BUSINESS SIGN AND SUPPORT INFORMATION

30. Union Station is listed on both the Federal and New York State Registers of Historic Places and, therefore, the placement and characteristics of signage and business support information are subject to certain restrictions.

Lessee shall have the right to display one (1) business sign depicting the nature of Lessee's operation within Union Station, the exact location, character, color, size and wording to be approved in writing by Lessor and such approval shall not be unreasonably delayed or withheld. The archway to the Cafe shall not be considered as a sign for the purposes of this provision. The Lessee shall also have the right to display one (1) free standing sign depicting the nature of the Lessee's operation on a temporary basis on the corner of the northwest plaza area of the Station, the exact location, character, color, size and wording to be approved in writing by Lessor and such approval shall not be unreasonably delayed or withheld.

The Lessor agrees to initiate discussions with the NYS Office of Historic Preservation (SHPO) to determine if they would grant permission to install semi-permanent sign and/or canopy or awning on or about the entrance to the restaurant on the west side of the Station, which sign and/or canopy or awning would be able to be removed at the termination of the Lessee's right to occupy the Demised Premises.

The Lessor hereby makes no representation that such a sign and/or canopy or awning will be approved by SHPO. The Lessee will be responsible for paying for the cost of any sign and/or canopy or awning so approved.

Lessee shall display support information and promotional material consistent with the historic nature of the Station within Lessee's leased premises, the exact location, character, color, size and wording to be approved in writing by Lessor and such consent shall not be unreasonably delayed, withheld or conditioned.

AMENDMENTS AND MODIFICATIONS

31. This lease agreement may be modified or amended only in writing, duly authorized and executed by the Lessor and Lessee. It may not be modified or amended by oral agreements or understandings between the parties.

SUCCESSORS IN INTEREST

32. It is the intent of the parties that this lease shall be binding upon the Lessor and Lessee and upon any parties who may in the future succeed to their interests.

SEPARABILITY

33. If any part of this lease is invalid or illegal, then only that part shall be void and have no effect. All other parts of the lease shall remain in full force and effect.

CAPTIONS

34. The captions of the various paragraphs of this lease are for convenience and reference purposes only. They are of no other effect.

IN WITNESS WHEREOF, the parties hereto have hereunto signed this lease agreement for the purposes therein expressed, the day and year above first written.

LESSEES:

David Morgan 4/11/06 Cynthia Morgan 4/11/06
David Morgan DATE: Cynthia Morgan DATE:

Title

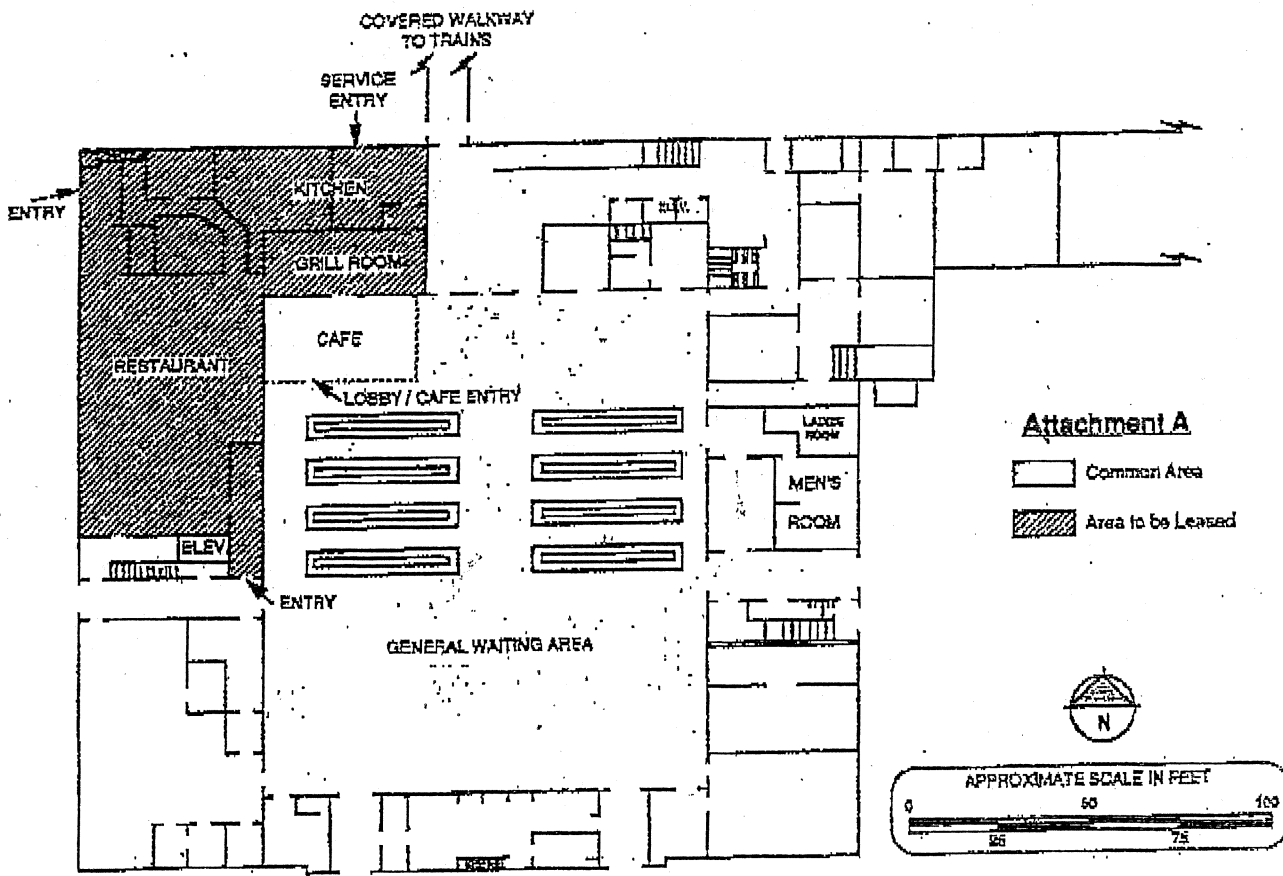
COUNTY OF ONEIDA

COUNTY OF ONEIDA

Approved As To Form
ONEIDA COUNTY ATTORNEY

By: [Signature]
~~ONEIDA COUNTY~~
COUNTY EXECUTIVE DATE
Department of Law
County Office Bldg.
800 Park Avenue
Utica, New York 13501

Joseph A. Criffo 4/27/06
COUNTY EXECUTIVE DATED:



UNION STATION • UTICA, NEW YORK • FIRST FLOOR PLAN

ARTICLE 2: TERM OF AGREEMENT

2.1 The term of this Agreement shall commence October 1, 2010 and will continue in effect through September 30, 2011. This Agreement may be extended by the County, in its sole discretion, for one (1), one-year term, upon written notice to the Contractor.

2.2 The County shall have the right at anytime to terminate the work required of the Contractor by this Agreement, by providing the Contractor with thirty (30) days written notice of such termination. In the event of such termination of this Agreement, the Contractor shall be entitled to compensation for all work authorized and performed.

ARTICLE 3: COMPENSATION

In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, a sum not to exceed **THREE THOUSAND SEVEN HUNDRED FIFTY and 00/100 DOLLARS (\$3,750.00)**, as full compensation for all services rendered under this Agreement for the one-year term.

ARTICLE 4: PAYMENT

Payment shall be made on a monthly basis upon the Contractor's submission of an Albany County Claim Form, plus all supporting and required documentation, to the Commissioner for the County, detailing services rendered. Upon the Commissioner's approval of said claim form and documentation, the claim form shall be forwarded to the Albany County Comptroller and payment shall be rendered.

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SIGNATURE PAGE FOLLOWS.

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SIGNATURE PAGE FOLLOWS.

Law Offices of
Anthony J. LaFache
Attorney at Law
Genesee Professional Center
288 Genesee Street - Suite #2
Utica, New York 13502
Phone (315) 793-8800
e-mail alafache@yahoo.com

Fax (315) 793-0064

December 1, 2010

Mr. Brian N. Scala
Oneida County Department of Public Works
6000 Airport Road
Oriskany, New York 13424

RE: Morgan - Blue Flag Room, LLC

Dear Mr. Scala:

I am in receipt of your letter of November 23, 2010. Mr. Morgan did advise me that he instructed his accountant to provide you with all of the information you requested. I was not aware of the fact that the letter came back "unclaimed". I would be more than happy to assist you.

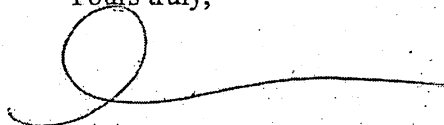
I believe the Blue Flag, since it began its operation, has been an asset to the County, to the public in general and to the train station in particular. The owners of the Blue Fag desire to continue their relationship with the County, and do desire a renewal of the lease in question.

I will give the matter my immediate attention. Mr. Morgan did indicate to me that he thought he provided the monthly gross receipts figures to his accountant and did not retain these figures. If this is the case, then Mr. Schofield should be cooperating in this regard.

In any event, I do apologize for the problems and, as noted above, will give the matter my immediate attention.


Please feel free to contact me if you have any questions.

Yours truly,



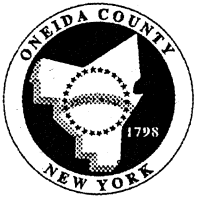
ANTHONY J. LA FACHE

AJL/ds

Rec'd
12/3/10


Rec'd by B.O.L

5/3/11



ONEIDA COUNTY BOARD OF ELECTIONS

Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Fax: (315) 798-6412

Anthony J. Picente Jr.
County Executive

CAROLANN N. CARDONE
Democratic Commissioner
(315) 798-5761

PAMELA N. MANDRYCK
Republican Commissioner
(315) 798-5763

FN 20 21-162

INTERNAL AFFAIRS

WAYS & MEANS

Reviewed and approved for submittal to the
Oneida County Board of Legislators by
Anthony J. Picente, Jr.
County Executive
Date 5/4/11

2011 MAY -9 AM 10:10
RECEIVED
ONEIDA COUNTY LEGISLATURE

April 19, 2011

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

Dear County Executive Picente:

Enclosed please find four (4) copies – one (1) original and three (3) duplicates - of the contract between Oneida County and the New York State Board of Elections for County HAVA Funds Contract C003185 for Reimbursement of Privacy Booth Costs. These funds were expended by Oneida County for the purchase of privacy booths and related accessories to satisfy Title III requirements of the Election Assistance Commission. This contract enables Oneida County to be reimbursed for the expenditure.

Please note that all copies of the contract must be executed and notarized with the attached Notary Public acknowledgement form and then returned to the Board of Elections. Your completion of this action ensures our ability to receive reimbursement for the privacy booth purchases totaling \$83,576.00. The term of this contract is from 1 April 2007 through 31 March 2012. However, the funding is only accessible after the purchase of the items and satisfactory submission and approval of related documentation, which was recently accomplished.

We thank you in advance for your attention to this matter. Please feel free to contact us should you have questions.

Sincerely,

Pamela N. Mandryck

Pamela N. Mandryck
Republican Commissioner of Elections

Carolann N. Cardone

Carolann N. Cardone
Democrat Commissioner of Elections

Oneida County Department: Board of Elections

ONEIDA COUNTY BOARD OF LEGISLATORS
CONTRACT SUMMARY

Name of Proposing Organization: State of New York

Title of Activity or Services: County Funds Contract for Reimbursement of Privacy Booth Costs.

Proposed Dates of Operations: April 1, 2007 – March 31, 2012.

Client Population/Number to be Served: N/A

SUMMARY STATEMENTS

1. **Narrative Description of Proposed Services:** The New York State Board of Elections has allocated Federal Funds for the furtherance of elections for Federal Office.

2. **Program/Service Objectives and Outcomes:** To ensure that Oneida County complies with certain requirements including the purchase of privacy booths to enable voters to complete their ballots in a private setting.

3. **Program Design and Staffing Level:** N/A

Total Funding Requested: \$83,576.00

Oneida County Department Funding Recommendation: N/A

Proposed Funding Source (Federal \$/ State \$/ County \$): Federal funds, administered by New York State Board of Elections in the amount of \$83,576.00

Cost Per Client Served: N/A

Past Performance Served: N/A

Oneida County Department Staff Comments: This federal funding has been allocated by the New York State Board of Elections to assist Oneida County in complying with the HAVA Title III requirements for privacy booths and associated accessories.

Duplicate

<p>James A. Walsh Co-Chair</p> <p>Gregory P. Peterson Commissioner</p> <p>Todd D. Valentine Co-Executive Director</p>	 <p>40 STEUBEN STREET ALBANY, N.Y. 12207-2108 Phone: 518/474-6220 www.elections.state.ny.us</p>	<p>Douglas A. Kellner Co-Chair</p> <p>Evelyn J. Aquila Commissioner</p> <p>Robert A. Brehm Co-Executive Director</p>
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April 15, 2011

Carolann Cardone, Commissioner
Pamela N. Mandryck, Commissioner
Oneida County Board of Elections
Union Station – 3rd Floor
321 Main Street
Utica, NY 13501

Re: County HAVA Funds Contract for reimbursement of Privacy Booth costs- Grant Amount: \$83,576.00
Contract Number: #C003185

Dear Commissioners:

In order for New York State to be certified as compliant with the Title III requirements of the Election Assistance Commission, each county must demonstrate that they have complied with certain requirements including the purchase of privacy booths to ensure voters can complete their ballots in a private setting. Help America Vote Act (HAVA) funds allocated to your county can be used for the county on a reimbursement basis to comply with this requirement.

Enclosed please find the proposed contract (*an Original and three Duplicate Originals*) to be used to reimburse your county for funds expended on privacy booths. Please review the contract for accuracy.

Please execute **ALL** copies of these contracts. **Please note that the signature of the person(s) executing the contracts on behalf of your county must be NOTARIZED.** The form for acknowledgement by a Notary Public is attached to each contract.

Return all copies of the contracts to: NYS Board of Elections, Elections Operations Unit, 40 Steuben Street, Albany, NY 12207-2108.

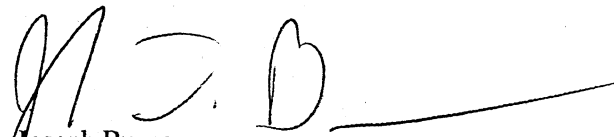
You will receive a copy of the contract for your records when the contract has been signed and approved by the Attorney General and the State Comptroller, if necessary. We will send the record copies to you, together with a letter of instructions for filing vouchers to obtain payments.

Thank you in advance for your prompt attention to this matter.

Very truly yours,



Anna Svizzero
Director of Elections Operations



Joseph Burns
Deputy Director of Elections Operations

Enclosures: As Stated

Agency Code: 01540
Privacy Booth Contract. #C003185

Federal I.D. #15-600460

Contract

between

ONEIDA COUNTY BOARD OF ELECTIONS

and

THE NEW YORK STATE BOARD OF ELECTIONS

Date: April 15, 2011

Contract

This Contract is made by and between the State of New York, acting by and through the New York State (NYS) Board of Elections with its principal offices at 40 Steuben Street, Albany, New York 12207 (hereinafter referred to as the "State"); and Oneida County Board of Elections (hereinafter referred to as the "Grantee"), with principal offices at Union Station, 321 Main Street, 3rd Floor, Utica, NY 13501. The foregoing are collectively referred to as the "Parties."

Witnesseth

Whereas, the New York State Board of Elections has received federal funds to use to comply with and implement the 2002 Help America Vote Act (HAVA), and

Whereas, the New York State Legislature has provided an appropriation for use of the federal funds for the purposes set forth below, and

Whereas, the New York State Board of Elections has allocated certain federal funds provided to New York State for the furtherance of elections for Federal Office in an amount not to exceed \$83,576.00 to Grantee as part of the New York State Budget for FY 2009 – 2010, and

Whereas, the Grantee desires to use the \$83,576.00 grant appropriation for the purposes set forth below, and

Now, therefore, in consideration of the mutual covenants and Warrants herein set forth, the parties agree as follows:

1. The Grantee shall use the appropriation as summarized in the Application Packet/ Workplan/Budget (Appendix B) for reimbursement of costs incurred to purchase privacy booths and associated accessories to meet the Help America Vote Act (HAVA) Title III requirements (hereinafter referred to as "Grant Purpose"). Any modifications to the Application Packet/Workplan/ Budget which result in a change of greater than 10% to any budget category must be submitted to the State agency and OSC for approval as appropriate.
2. In the performance of this contract, the Grantee, its agents and employees shall obtain all approvals, licenses, and permits that may be required to ensure that the work, programs and services performed or provided by the Grantee comply with applicable federal, State and local laws.
3. The State of New York shall provide financial assistance to the Grantee in accordance with the terms of the appropriation made by the Legislature for the Grant Purpose. The responsibilities and obligations of the State of New York shall, however, be limited to the sum of \$83,576.00. The Parties acknowledge this is a "reimbursement based" contract. Reimbursement will be made only for those sums, up to the amount of the appropriation, expended by the Grantee on or after the start date of this contract and before the termination date of this contract for the Grant Purpose.
4. The Parties agree that the term of this contract shall commence on April 1, 2007 and shall terminate on March 31, 2012.
5. In accordance with the State Finance Law §99-d(4), the availability of all federal funds cease on December 31st of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. Therefore, to insure that payments are made prior to the expiration date, voucher must be received at the address listed in Appendix C no later than December 1st of the year following the fiscal year in which the funds were appropriated.
6. In accordance with State Finance Law §99-d(6)(a) the state shall not be liable for payments pursuant to any contract, grant or agreement made pursuant to an appropriation in any account of this fund, if insufficient monies are available for transfer to such account of this fund, after required transfers pursuant to section 99-d(3) of the State Finance Law.
7. The Grantee, to be eligible for payment, shall submit to the State's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule and by agency fiscal guidelines, in a manner acceptable to the State.

July, 2009

8. (a) If the grant amount is less than or equal to \$50,000, the Grantee understands that this Contract does not take effect until after it is executed by all of the Parties. The Grantee further understands that the State cannot accept or process vouchers for payment until such time as this Contract is fully executed.

(b) If the grant amount exceeds \$50,000, the Grantee understands that this Contract does not take effect until it is approved by the NYS Attorney General and the Office of the State Comptroller. The Grantee further understands that the State cannot accept or process any vouchers for payment until such time as this Contract is fully executed.

9. During the term of this Contract, the Grantee agrees that it will not discriminate against any employee or applicant for employment because of race, creed, sex, national origin, age or disability and that it will take affirmative action to insure that equal employment practices will be followed.

10. Funds provided pursuant to this Contract shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

11. The Grantee agrees that the State of New York, its departments, subdivisions, agents and employees are not responsible for any of the acts or omissions of the Grantee, including, but not limited to, negligence or other tortious conduct, and that the State of New York is not, under any circumstances, responsible for the contracts, debts or other obligations of the Grantee; and further, the Grantee agrees to indemnify and save harmless the State of New York, its departments, divisions, and employees from any and all suits, causes of actions, claims, grievances, damages, judgments and costs of every name and description that may arise out of, or by reason of, any acts or omissions relating, in any way, to this Contract or the purposes thereof.

12. The New York State Board of Elections, the Office of the State Comptroller and their representatives shall have the right to inspect the facilities and operations of the Grantee and shall have the right to audit the books, accounts and records of the Grantee with respect to expenditures of the sums provided herein.

13. Appendix A (Standard clauses for all New York State Contracts), Appendix B (Application Packet), Appendix C (Payment Schedule) and Appendix X (Modification Agreement Form) are attached hereto and are hereby made a part of this Contract as if set forth fully herein. Appendix A is an essential and necessary part of all contracts with the State of New York. Appendix A is of the essence in the execution and performance of this Contract.

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

15. The Grantee represents that its federal identification number is 15-6000460.

16. Termination

(a) This Contract may be terminated at any time upon mutual written consent of the State of New York and the Grantee.

(b) The State may terminate this Agreement without cause by ninety (90) days prior written notice. The termination shall be effective in accordance with the terms of the notice. Upon receipt of notice of termination, the Grantee agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval of the New York State Board of Elections.

(c) The State of New York may terminate the Contract immediately, upon written notice of termination to the Grantee, if the Grantee fails to comply with the terms and conditions of this Contract and/or with any laws, rules, regulations, policies or procedures affecting this Contract. Written notice of termination shall be sent by First Class mail. The termination shall be effective in accordance with the terms of the notice. Upon receipt of notice of termination, the Grantee agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval of the New York State Board of Elections.

(d) The New York State Board of Elections shall be responsible for payment on reimbursement claims pursuant to services provided and costs incurred pursuant to terms of the Contract. In no event shall the State of New York be liable for expenses and obligations arising from the program(s) in the Contract after termination as provided in Article 16(a)-(c).

Contract Number: C003185

FED. ID # 15-6000460

In Witness hereof, the parties have signed this agreement on the dates set forth below.

Grantee (Sub-Recipient) Signature: ONEIDA COUNTY BOARD OF ELECTIONS:

By: _____ (signature) Title: _____

_____ (print name) Date: _____

Verification

State of New York }
County of _____ } SS:

On this ____ day of _____, 2009, before me, the subscriber, personally came _____, to me known, and who, being duly sworn, did depose and say that he/she resides at (Address) _____, (City) _____, (State) _____, (Zip) _____, that he/she is the (Title) _____ of the organization described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the board of directors of said organization.

Notary Public

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

By: _____
Robert A. Brehm, Co-Executive Director

By: _____
Todd D. Valentine, Co-Executive Director

Date: _____

Date: _____

Attorney General's Signature

Approved:

Thomas P. DiNapoli, Comptroller

By _____

Dated _____

Dated _____

Approved As To Form
ONEIDA COUNTY ATTORNEY
By _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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1. **Executory Clause**
2. **Non-Assignment Clause**
3. **Comptroller's Approval**
4. **Workers' Compensation Benefits**
5. **Non-Discrimination Requirements**
6. **Wage and Hours Provisions**
7. **Non-Collusive Bidding Certification**
8. **International Boycott Prohibition**
9. **Set-Off Rights**
10. **Records**
11. **Identifying Information and Privacy Notification**
12. **Equal Employment Opportunities For Minorities and Women**
13. **Conflicting Terms**
14. **Governing Law**
15. **Late Payment**
16. **No Arbitration**
17. **Service of Process**
18. **Prohibition on Purchase of Tropical Hardwoods**
19. **MacBride Fair Employment Principles**
20. **Omnibus Procurement Act of 1992**
21. **Reciprocity and Sanctions Provisions**
22. **Purchases of Apparel**

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines

of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term

specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. ALL invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and

use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities

on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

Appendix B

Application Packet

Application Checklist

Please ensure your application for a contract includes all of the following

- Application for Grant Contract
- Terms and Conditions and Assurances
(Attach written notification to County governing body)
- Assurance of Accessibility
- Workplan/Budget
- EAC County Affirmation (Common Rule)

Submit your completed Application Packet to:

New York State Board of Elections
ELECTION OPERATIONS UNIT
Lisa Shaw or Phil Jorczak
40 Steuben Street
Albany, NY 12207

Boards of Elections Privacy Booth Program

Application for Grant Contract

Please complete the requested information in the spaces provided below. This information will be incorporated in the Contract. All requested information, together with the Workplan/Budget, must be provided for the process to continue. *Until all information has been provided, no contract will be prepared or forwarded for execution.*

County: ONEIDA

Election Commissioner Contact Information	
Name: Pamela N. Mandryck	Name Carolann N. Cardone
Full Address: Oneida County Board of Elections Union Station, 321 Main St, FL-3, Utica NY	Full Address: Oneida County Board of Elections Union Station, 321 Main St, FL-3, Utica NY
Email: pmandryck@ocgov.net	Email: ccardone@ocgov.net
Phone: (315) 798-5763	Phone: (315) 798-5762
Fax: (315) 798-6412	Fax: (315) 798-6412
County Finance Official Contact Information	
Name: Joseph J. Timpano (Comptroller); Anthony Carvelli (Commissioner of Finance)	
Full Address: Oneida County Office Building 800 Park Avenue Utica NY 13501	
Email: jtimpano@ocgov.net; acarvelli@ocgov.net	
Phone: (315) 798-5780; (315) 798-5750	
Fax: (315) 798-6415; (315) 798-8371	
Comments:	

FILED
 2011 APR -11 AM 10:22
 NEW YORK STATE
 BOARD OF ELECTIONS

Terms and Conditions and Assurances

In order to have costs reimbursed, County Boards must certify the following:

- Expenditure of funds was the most reasonable, economical and responsible way to implement HAVA.
- The County governing body has been informed in writing by the County Board of Elections of the terms and conditions of this Agreement that apply to the reimbursement of these funds. A copy of such written notice is attached to the Application.

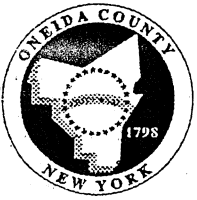
We have read and understand the State Board of Elections Application form for receiving Privacy Booth Program funds, and the terms, conditions and assurances for receipt of funds, and certify that the County of ONEIDA is, or will be, as applicable, in compliance with these terms and conditions as specified.

Camela Mandryck
Commissioner

Carolyn A. Cason
Commissioner

Date: 3/31/11

FILED
NEW YORK STATE
BOARD OF ELECTIONS
APR -11 AM 10:22



ONEIDA COUNTY BOARD OF ELECTIONS

Union Station ♦ 321 Main St. ♦ 3rd Floor
Utica, New York 13501
Fax: (315) 798-6412

Anthony J. Picente Jr.
County Executive

CAROLANN N. CARDONE
Democratic Commissioner
(315) 798-5761

PAMELA N. MANDRYCK
Republican Commissioner
(315) 798-5763

29 March 2011

Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue, FL 10
Utica, NY 13501

Dear Chairman Fiorini:

This purpose of this memo is to provide the required written notice as mandated by the New York State Board of Elections, Elections Operations Unit, of the terms, conditions and assurances regarding the privacy booths which were purchased to satisfy HAVA specifications. This notice completes the reimbursement application which will enable the Oneida County Board of Elections to access reimbursement funds for the expenditure (total amount \$ 79,397.20 - including shipment and excluding the required 5% county match). As was done previously, the monies will be returned to Oneida County Finance for return to its Operating Budget. For your perusal a copy of the entire reimbursement application is attached.

Our request for reimbursement is contingent upon our affirmation to comply with HAVA requirements. The compliance includes our agreement to adhere to specific management actions, property record maintenance, physical inventory, custody and control, and maintenance and disposal stipulations. The details of these mandates are provided within the attached affirmation but are reasonable and typical actions.

Should you have any questions or require additional details, please feel free to contact the Board of Elections office.

Sincerely,

Pamela N. Mandryck
Republican Commissioner of Elections

Carolann N. Cardone
Democrat Commissioner of Elections

Attachment

FILED
2011 MAR 31 10 02
CLERK OF COUNTY CLERK



STATE BOARD OF ELECTIONS

James A. Walsh
Co-Chair

Gregory P. Peterson
Commissioner

Todd D. Valentine
Co-Executive Director

40 STEUBEN STREET
ALBANY, N.Y. 12207-2108
Phone: 518/474-6220 Fax: 518/486-4546
URL: <http://www.elections.state.ny.us>

Douglas A. Kellner
Co-Chair

Evelyn J. Aquila
Commissioner

Robert A. Brehm
Co-Executive Director

Assurance of Accessibility

The election commissioners of ONEIDA County affirm that the Privacy Booths for which reimbursement is being sought:

- 1) meet or exceed the accessibility requirements identified Privacy Booth Program, Attachment B ; and
- 2) that same were purchased in numbers sufficient to meet or exceed the requirements of NYCRR Part 6210. 19 (b).

Pamela N. Mandryck
Signature

Carolann N. Cardone
Signature

Pamela N. Mandryck
Name

Carolann N. Cardone
Name

Election Commissioner
Title

Election Commissioner
Title

3/31/11
Date

3/31/11
Date

STATE BOARD OF ELECTIONS

2011 MAR -4 PM 10:22

FILED

Oneida Co.

Workplan / Budget Privacy Booth Reimbursement Contract

Costs for Meeting HAVA Title III Requirements

Application Narrative: Include (1) the problem being addressed or need being fulfilled, i.e. the need for privacy booths and the various accompanying accessories for which the County Board of Elections seeks reimbursement, thus substantiating the purpose of the funding request; (2) the methodology/means to address the problem; (3) the actual costs of the means to address the problem including the affirmation that the costs are allowable, allocable and reasonable; and (4) the methods to be used to evaluate the success of addressing the problem.

This application addresses the purchase of privacy booths to ensure voters' ability to mark their ballots in private. This purchase satisfies the legal requirement of one booth for every 250 potential voters at a poll site. The hand carts expedite movement of the booths. These booths satisfy ADA requirements and were successfully tested for practical use. In addition it should be noted that the costs are allowable, allocable and reasonable.

Applicants Comments:

Expense Category	Quantity	Unit Price	Total
Standard Privacy Booths	250	\$ 198.00	\$ 49,500.00
Handicapped Accessible Privacy Booths	125	\$ 142.00	\$ 17,750.00
Additional privacy booths (if applicable)	4	\$ 599.00	\$ 2,396.00
Privacy booth accessories including lighting, curtains, and accessible seating.			
Hand cart for transporting privacy booths.	120	\$ 69.00	\$ 8,280.00
Other - include description (Sh & Hndl g)			\$ 5,650.00
Workplan/Budget Total			\$ 83,576.00
<i>To be completed by the New York State Board of Elections</i>			
County HAVA Funds Available			
Contract Amount*			
<i>Lesser of the Workplan/ Budget or County HAVA Funds Available</i>			

* Title II HAVA funds require the county to pay a 5% match. Any county that has not paid its full 5% match will only be reimbursed at 95% of the amount spent by the county on privacy booths.

FILED
NOV 10 2009

EAC COUNTY AFFIRMATION

ONEIDA County, affirms that in order to spend HAVA §251 funds we will comply with the EAC provisions as set forth in OMB Circular A-87 in assuring that our purchases are allocable, reasonable and allowable, as well as provisions of the common rule as set forth below:

Common Rule regarding property inventory for equipment

§ 105-71.132

(d) Management requirements. Procedures for managing equipment (including replacement equipment) whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, and cost of the property, percentage for Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the grantee or sub-grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

PLEASE CHECK ONE

Our capital expense will be used exclusively for the purpose of voter outreach or other activities associated with improving the administration of federal elections.

Our capital expense may be used for purposes unrelated to improving the administration of federal elections and our county is only asking for a portion of §251 funds, which will be used for improving the administration of federal elections.

The portion allocable to federal elections is 100 %

The total estimated cost of capital expense is \$ 83,576.00

The estimated county request for reimbursement is \$ 79,397.20

4/1/2011 Date

Pamela N. Mandryck
Commissioner Signature

Pamela N. Mandryck
Commissioner Name

Carolann N. Cardone
Commissioner Signature

Carolann N. Cardone
Commissioner Name

2011 APR -4 10 10 23
FILED

Appendix C – Payment Schedule

Payments will be issued by voucher on a reimbursement basis. Reimbursement will be issued for the lesser of 1) the actual expenditure for privacy booths or 2) the balance of HAVA funds allocated to the county.

Further, to meet the audit requirements of the State, Grantee shall submit acceptable proof of payment (such as a copy of a cancelled check) and the original bill from the contractor/vendor establishing that the bill has been paid. Grantee also shall include a completed statement of expenses, which provides detail of the expenditures. Such statement shall be provided by and in the form and manner determined by the State.

Grantee will ensure that any reimbursement request for capitalized expenses for equipment with a per unit cost of \$5,000 or more (excluding voting machines) or any improvements to property receive a waiver from the Election Assistance Commission (EAC) prior to submission of the request. Waiver must be submitted with the reimbursement request.

To be eligible for payment, the Grantee must submit a Grant Voucher. On the voucher, the Grantee must set forth, in detail, the expenditures and obligations incurred to accomplish the Grant Purpose and the terms of this Contract. In addition, on the voucher, the Grantee shall certify, in writing, that the request for payment does not duplicate the reimbursement of costs that the Grantee has received or may receive from other sources. The voucher shall reference the contract number assigned to this award. Vouchers are to be submitted to the following address for processing:

NYS Board of Elections
ATTN: Election Operations Unit
40 Steuben St
Albany, NY 12207-2108

The New York State Board of Elections will present the Grantees' vouchers to the NYS Office of the State Comptroller for review and approval. However, submission of the vouchers to the State Comptroller may be delayed if the Grantee does not submit vouchers timely to the above address.

APPENDIX X

Agency Code _____

Contract No. _____

Period _____

Funding Amount for Period _____

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through _____, having its principal office at _____ (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for modification of Contract Number _____, as amended in attached Appendix(ices) _____.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

State Agency Certification

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

By: _____
Robert A. Brehm, Co-Executive Director

Todd D. Valentine, Co-Executive Director

Date: _____

Date: _____

CONTRACTOR SIGNATURE

By: _____

Title: _____

Printed Name: _____

Date: _____

STATE OF NEW YORK)

) SS.:

County of _____)

On the ____ day of ____, ____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the corporation described herein which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors of said corporation.

(Notary): _____

STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

Anthony J. Picente Jr.
County Executive



John P. Talerico
Commissioner

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5725 ♦ Fax: (315) 798-6490
E-Mail: labor@ocgov.net

April 15, 2011

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

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

Anthony J. Picente, Jr.
County Executive

Date 5/4/11

2011 MAY 5 10:23
RECEIVED
ONEIDA COUNTY LEGISLATIVE
INTERNAL AFFAIRS

Re: ESB-RMSCO Service Agreement

Dear Tony:

WAYS & MEANS

Attached is a renewal to the contract between Oneida County and ESB-RMSCO Inc., to provide Third Party Administrative (TBA) services for the Self-Insurance portion of the Oneida County Health Plan. RMSCO has provided a portion of these services since 2001. Oneida County solicited requests for proposal (RFP) to provide TPA services to the Oneida County self insured health plan. Eight TPA's responded to our RFP.

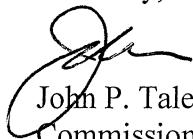
There are approximately 850 active employees and retirees participating. The fee for 2011-2013 will be \$25.00 per participant per month, a slight increase from the 2010 rate of \$24.25 and well within industry standards for TPA services. This fee is included in the premium equivalent calculation for the RMSCO plan. The 2011 Health Insurance budget contains provisions for this expenditure; therefore no additional appropriations are needed.

Also, RMSCO will continue to provide participants' access to the EBS-RMSCO network of healthcare providers which offers significant network discounts. This is directly responsible for health insurance cost containment, as over 95% of our claims are processed in network.

As a result of the RFP I am recommending that RMSCO continue to provide TPA services for a 3 year period. This recommendation is based on the per participant price for TPA services and their negotiated network discounts for medical and hospital claims. It is also based on an independent analysis of the RFP from Gilroy, Kernan and Gilroy.

Accordingly, if you concur, I respectfully request that you forward this contract to the Board of Legislators for their approval.

Sincerely,



John P. Talerico
Commissioner of Personnel

APPROVED Anthony J. Picente

Oneida Co. Department: Personnel(Health Insurance)
Competing Proposal X
Only Respondent _____
Sole Source RFP _____

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name of Proposing Organization:
EBS-RMSCO

Title of Activity or Service:

Third Party Administration for Oneida County Health Plan

Proposed Dates of Operation:

April 1, 2011-December 31, 2013

Client Population/Number to be Served:

850 Plan Participants

Summary Statements

1) Narrative Description of Proposed Services

To provide Third Party Administration Services to the Oneida County Self Insured Health Plan.
Service include claims administration

Total Funding Requested: \$255,000 **Account #** 9060.860

Oneida County Dept. Funding Recommendation:

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

County

Cost Per Client Served:

\$25 per participant per month



HEALTH BENEFITS SERVICE AGREEMENT

This Service Agreement between EBS-RMSCO, Inc. ("Service Organization"), a New York Corporation with a principal place of business at 115 Continuum Drive, Liverpool, NY 13088 and Oneida County ("Plan Sponsor") with a principal place of business at 800 Park Avenue, Utica, NY 13501 concerning the Oneida County Health Benefit Plan is effective April 1, 2011. The Plan Sponsor hereby agrees that the Service Organization shall perform services for and on behalf of the Plan Sponsor and the Plan upon the terms and conditions set forth herein.

ARTICLE I – TERM

- 1.1 The term of this Service Agreement shall be from 12:00 a.m. April 1, 2011 through 11:59 p.m. December 31, 2013 and will renew automatically for successive one-year terms unless terminated earlier as provided in Article VIII.

ARTICLE II – DEFINITIONS

As used in this Service Agreement, the following terms shall have the following meanings:

- 2.1 "Adjust" or "Adjustment" means to process, investigate, evaluate, determine and/or pay claims in accordance with the Plan's terms.
- 2.2 "Bank Account" shall mean the bank account that is referenced in Article X and will be used to pay claims or other related Plan expenses.
- 2.3 "Clean Claim" shall mean a claim submitted on an industry standard professional or facility form, a claim transmitted electronically in a format that is commonly accepted in the industry, or any other statement of services that contains all of the information required by the Service Organization to process the claim. The information needed by the Service Organization to process a claim shall include, but is not limited to, the: patient's full name and address, patient's date of birth, date of service, procedure code(s) (i.e. CPT code, HCPC code, CDT code, NDC code or DRG number), description of service(s) rendered, applicable provider's normal charge for each procedure code, name of the provider, provider's tax identification number, name of employee, name of employer, and other insurance coverage information. Any claim requiring investigation by Service Organization shall not be considered a Clean Claim.
- 2.4 "Claim Adjustment File" means all relevant documentation pertaining to the Adjustment of claims including, but not limited to, claims, notices, investigations, evaluations, determinations and/or payments.



- 2.5 "Medical Plan" means an employee welfare benefit plan or program pursuant to which payment for covered medical care and treatment is provided to or on behalf of a Participant.
- 2.6 "Member" shall mean an employee, COBRA beneficiary or retired employee of the Plan Sponsor who is eligible for coverage under the Plan as determined by the Plan Sponsor in accordance with the terms of the Plan.
- 2.7 "Participant" means any eligible person who is covered under the Plan, as determined by the Plan Sponsor in accordance with the terms of the Plan.
- 2.8 "Plan" means the portion of the employee welfare benefit plan or program named above for which the Service Organization has agreed to provide or has arranged to provide claim processing, claim Adjustment, claim payment or other administrative services. The EBS-RMSCO Proposal and Attachment I indicate whether Service Organization is providing services related to a Medical Plan, a Dental Plan, a Health Care Reimbursement Plan and/or a Dependent Care Assistance Plan.
- 2.9 "Protected Health Information" shall have the meaning set forth in Title 45 of the Code of Federal Regulations (as amended) at Section 160.103.
- 2.10 "Authorized Personnel" shall mean those personnel authorized by the Plan Sponsor who, for business reasons, have a "need to know" with regard to claim information.
- 2.11 "EBS-RMSCO Proposal" means the final proposal submitted by the Service Organization to the Plan Sponsor for services which, when referred to in this Service Agreement, shall be deemed incorporated by reference.
- 2.12 "Standard" and "Transaction" shall have the meanings set forth in Title 45 of the Code of Federal Regulations (as amended) at Section 160.103.
- 2.13 "Third Party" shall mean any person, partnership, corporation or other legal entity except: the Service Organization, the Plan Sponsor, attorneys under contract with the Plan Sponsor and Plan Sponsor's employees.
- 2.14 "Confidential or Proprietary Information" shall mean all information which is known or maintained by the Service Organization or its affiliates and related matters such as trade secrets, research and development activities, books and records, customer lists, pricing information, know how, data, marketing plans, strategies, forecasts, new products, financial statements and information relating to Clients not a party to this Agreement.



ARTICLE III – SERVICE ORGANIZATION’S RESPONSIBILITIES

- 3.1 The service responsibilities that are set forth in this Article III apply in connection with the Plan, but only to the extent that such services are necessary to fulfill the obligations that are set forth in the “EBS-RMSCO Proposal” or any applicable law or regulation. Each type of plan, program or service that is elected by the Employer shall be reflected in the EBS-RMSCO Proposal and designated on Attachment I.
- 3.2 Provide reports detailing the effective management of the Plan. The frequency, nature and content of the reports will be mutually agreed upon by the Service Organization and Plan Sponsor in writing. Reports requested by the Plan Sponsor which are not available on the Service Organization’s existing menu of reports and are not identified in the EBS-RMSCO Proposal shall require the Plan Sponsor to pay \$150 an hour for the additional computer programming time spent by the Service Organization in designing and producing such reports. An estimate for the total cost of designing and producing such additional reports will be provided by the Service Organization to the Plan Sponsor upon its request.
- 3.3 Monitor the health care plans and programs administered by the Service Organization and present cost-savings recommendations on an ad hoc basis. Provide an annual review of the design of the Plan and possible modifications to the Plan in the areas of cost control, administrative procedures or benefit changes. The Service Organization shall not provide any legal review of, or any legal advice concerning, the Plan and its terms; and the Service Organization will not determine whether the Plan is compliant with ERISA or any other federal, state or local statute, rule, regulation or law.
- 3.4 Comply with payment and reporting requirements relative to any applicable state’s surcharge requirements, as amended.
- 3.5 Issue a Form 1099 to each provider that receives payments under the Plan that are in excess of \$599.00 in a year.
- 3.6 Provide the Plan Sponsor with information required by the Plan and/or the Plan Sponsor to file Form 5500 or other administrative forms and documents required by state or federal law concerning the operations of the Plan.
- 3.7 Adjust Clean Claims within 20 business days of receipt. The Service Organization will Adjust claims in accordance with the Plan document and subject to the Plan Sponsor’s interpretation and/or application of the Plan document. Any out-of-Plan payments will require written authorization from the Plan Administrator. The Service Organization shall have no obligation to Adjust a claim that is not a Clean Claim; the reason the claim cannot be Adjusted shall be so stated on the Explanation of Benefits.



- 3.8 Create and provide explanations of benefits forms to Members and provider remittance statements to providers after the Adjustment of claims.
- 3.9 Maintain records of Participants covered by and payments made under the Plan.
- 3.10 Provide informational forms and materials necessary for the Adjustment of claims and communications in connection with the Plan, including the issuance and mailing of ID cards.
- 3.11 Review claims for potential coverage under other primary insurance and for possible subrogation claims against Third Parties. The Service Organization shall have no liability to the Plan or the Plan Sponsor if it fails to learn of the existence of other primary insurance or of subrogation claims.
- 3.12 When appropriate, screen provider charges for "reasonable and customary" pricing before processing and negotiate excessive charges with the provider.
- 3.13 Provide access to a preferred provider network, when applicable to the Plan.
- 3.14 Provide access to statewide and/or national preferred provider networks, if applicable to the Plan.
- 3.15 Report claims to the Plan's stop-loss carrier, if any, in conformity with the stop-loss policy's obligations. The Service Organization shall not be responsible for taking any other action including, but not limited to, pursuing any claims, actions, suits or proceedings of any kind against the Plan's stop-loss carrier for failing or refusing to pay any claims reported to it by the Service Organization.
- 3.16 The Service Organization will make all reasonable efforts to ensure that all claims in its possession are paid prior to the expiration of the stop-loss contract.
- 3.17 Develop, implement, maintain and use appropriate administrative, technical and physical safeguards to comply with any regulations issued by the U.S. Department of Health and Human Services in order to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as it may be amended from time to time. The Service Organization agrees to preserve the integrity and confidentiality of, and to prevent non-permitted or violating use or disclosure of, Protected Health Information created by the Service Organization or received from the Plan, Participants or providers. The Service Organization will document and keep these safeguards current.
- 3.18 If the Service Organization performs, in whole or in part, Standard Transactions for or on behalf of the Plan, the Service Organization will comply with, and will require any subcontractor involved with the performance of such Standard Transaction to comply with, each applicable requirement.



- 3.19 Make available for inspection or copying Protected Health Information in its possession to authorized personnel at the Plan or, at the Plan's direction, to the Participant (or to the Participant's authorized representative) who is the subject of the Protected Health Information so that the Plan can fulfill its obligations under Title 45 of the Code of Federal Regulations (as amended) at Section 164.524.
- 3.20 Upon receipt of written direction from the Plan Sponsor, promptly amend or permit the Plan to amend any portion of Protected Health Information in the Service Organization's possession so that the Plan can fulfill its obligations under Title 45 of the Code of Federal Regulations (as amended) at Section 164.526.
- 3.21 Record any disclosure of Protected Health Information made to the Plan or a Third Party for purposes other than payment, treatment or health care operations. The record will include the disclosure date, the name and address (if known) of the person(s) or organization to whom the Service Organization made the disclosure, a brief description of the Protected Health Information, and a brief description of the purpose of the disclosure so that the Plan can fulfill its obligations under Title 45 of the Code of Federal Regulations (as amended) at Section 164.528.
- 3.22 Maintain the record of disclosures of Protected Health Information for six years from the date of the first request for disclosure of information (except for disclosures prior to April 14, 2004). The Plan Sponsor will notify the Service Organization and the Service Organization will notify the Plan Sponsor in writing of any changes in, withdrawal of, or restrictions to an authorization provided by a Participant, of which the Plan Sponsor and/or the Service Organization becomes aware.
- 3.23 Make internal practices, books and records relating to its use and disclosure of Protected Health Information available for inspection by the Plan Sponsor and by the U.S. Department of Health and Human Services during business hours upon reasonable notice.
- 3.24 Immediately report any breach of confidentiality of Protected Health Information to the Plan Sponsor. The report will identify the nature of the breach, the nature of the Protected Health Information involved, the identity of the individual who made the breach, the corrective action that the Service Organization took or will take to prevent future breaches, and what the Service Organization is willing to do to mitigate any adverse effect of the breach.
- 3.25 Ensure that any agent, including any subcontractor, to whom it provides Protected Health Information created or received by the Service Organization on behalf of the Plan, agrees to the same restrictions and conditions that apply through this Service Agreement to the Service Organization with respect to such Protected Health Information.



- 3.26 Report to the Plan Sponsor any "Security Incidents", as that term is defined in Title 45 of the Code of Federal Regulations (as amended) at Section 164.304, in compliance with Security Standards (Title 45 of the Code of Federal Regulation Parts 160, 162 and 164) which necessitate affirmative action to protect, safeguard or restore any Protected Health Information or to enable its safe and encrypted transmission to Third Parties.
- 3.27 If the Plan Sponsor chooses to have the Service Organization perform COBRA Services, COBRA Services will be limited to: creating and mailing a COBRA notice to qualified COBRA beneficiaries after the Plan Sponsor notifies the Service Organization of the termination of coverage; following up for response including sending an acknowledgement letter; collecting and remitting premium to the Plan Sponsor; preparing monthly status reports; notifying COBRA beneficiaries of rate changes; and creating and mailing COBRA coverage termination letters. The EBS-RMSCO Proposal and Attachment I, or subsequent attachments as this contract is renewed, indicate whether the Service Organization will be performing COBRA Services.
- 3.28 If the Plan Sponsor chooses to have the Service Organization perform HIPAA Certificate Services, HIPAA Certificate Services will be limited to creating and mailing HIPAA Certificate of Creditable Coverage following receipt of notice of termination of coverage from the Plan Sponsor and any time within the 24 months after termination of coverage, if a HIPAA Certificate is requested. The EBS-RMSCO Proposal and Attachment I, or subsequent attachments as this contract is renewed, indicate whether the Service Organization will be performing HIPAA Certificate Services.
- 3.29 If the Plan Sponsor chooses to participate in the Steps to Success Program, services shall include:
- (a) Health Risk Assessments and blood screening: a phlebotomist will administer health risk assessments, obtain the appropriate biometrics (height, weight, blood pressures, etc.) and draw blood for screening purposes.
 - (b) A comprehensive report provided to the member and an aggregate report provided to the employer.
 - (c) Member access to comprehensive web tools that assist with recommended health screenings and timely reminders through a web application health information portal.
 - (d) One-on-one telephonic coaching for all screened members.
 - (e) Identification of potential candidates for Chronic Disease Management targeting those with diabetes, asthma, post myocardial infarct and coronary artery disease who are not compliant with standard testing or treatment protocols.



- (f) Follow-through with case management as needed to encourage identified members to work with their attending provider to obtain testing and treatment appropriate for their medical condition.
 - (g) Reminder letters to members when a crucial preventative screening (i.e. colorectal screenings, pap smears, mammograms) is missed.
- 3.30 The Service Organization shall meet or exceed the Performance Guarantees set forth on Attachment II to this Agreement during the term of this Agreement. In the event that the Service Organization fails to meet one or more of the guarantees, the Service Organization shall refund to the Plan Sponsor the amount(s) specified in Attachment II.

ARTICLE IV – PLAN SPONSOR’S RESPONSIBILITIES

- 4.1 Determine eligibility and provide enrollment and eligibility information including enrollments, changes in status or coverages and terminations to the Service Organization on a timely basis. Plan Sponsor will receive a monthly list of covered Members and/or Participants from the Service Organization. The Plan Sponsor will be responsible for auditing the list and advising the Service Organization of any discrepancies on a timely basis. Plan Sponsor will notify the Service Organization no later than within 60 days of a Member’s or a Participant’s termination of eligibility. The Service Organization will not credit Plan Sponsor Administration Fees more than 60 days prior to its receipt of notification of termination of eligibility, and in no instance will Administrative Fees be credited prior to the termination of eligibility.

In the event the Plan Sponsor fails to timely notify the Service Organization of a Participant termination, the following process will be followed: Service Organization, once notified in writing by the Plan Sponsor of the Participant termination, will promptly terminate the Participant’s eligibility to the Plan and check claim records to determine if claims have been paid beyond the date of termination. If claims have been paid subsequent to the termination date, the Service Organization will make written request to the Member and/or Provider for return of the overpayment to the Plan. If the Member and/or Provider do(es) not reimburse the overpayment to the Plan, the Service Organization will turn the overpayment account over to a collection agency. If the Plan Sponsor does not want to incur the collection expense, the Service Organization will not turn the account over for collection; however, the Service Organization will have no obligation to collect the overpayment beyond the initial written request.

- 4.2 Provide the Service Organization with 30 days advance written notice of any changes to the Plan. If the Plan Sponsor does not provide the Service Organization with at least 30 days written notice of Plan changes and, therefore, the Service Organization is required to reprocess claims affected by the Plan change, the Service Organization will charge \$25 per claim to reprocess the claims affected.



- 4.3 Provide camera-ready artwork for communications that Service Organization must provide under this Service Agreement.
- 4.4 Pay invoices from the Service Organization for its Administrative Fees, and any other charges, within 30 days of the date of the invoice. Any Administrative Fees more than 60 days past due shall be subject to annual interest of 12%, or 1% monthly.
- 4.5 Incur the cost of legal, independent accounting or actuarial services on behalf of the Plan.
- 4.6 Establish policies and procedures to comply with the provisions of HIPAA.
- 4.7 Ensure that, if the Plan Sponsor obtains stop-loss coverage, the stop-loss broker provides the Service Organization with a copy of the stop-loss policy on an annual basis (unless the Service Organization is the stop-loss broker for the Plan Sponsor), so that the Service Organization is able to fulfill its obligation under Paragraph 3.15 to report claims to the stop-loss carrier. Failure to comply with the terms of this paragraph will release the Service Organization from any and all responsibility to provide notice of potential stop-loss claims to the stop-loss carrier, the Plan and/or the Plan Sponsor.
- 4.8 If the Plan Sponsor elects to have the Service Organization provide COBRA Services, provide timely notification to the Service Organization of all Member or Participant "qualifying events" (as such term is defined in Section 4980B of the Internal Revenue Code) of which the Plan Sponsor is aware. Notification shall also include terminations by reason of gross misconduct.
- 4.9 Recognize and acknowledge that clerical errors or normal variations in claims or eligibility processing may occur without intent to defraud and absent gross negligence or willful misconduct. When such errors or variations are made and discovered, the Service Organization will, to the best of its ability, correct the error and attempt to recover from appropriate parties any monies which may be due the Plan Sponsor. The Plan Sponsor agrees that, where not recoverable, such errors will be treated as an operating expense of the Plan.

ARTICLE V – RISK DATA REPORTING

The risk data obtained and/or received by the Service Organization will be processed into risk data management reports on a monthly basis in accordance with the terms as provided in this Article.

- 5.1 **Ownership of Materials.** All materials and systems obtained, designed and/or created by the Service Organization in performance of activities under this Service Agreement shall belong to, and remain as property of, the Service



Organization. Materials and systems as used herein shall include computer programs and equipment but shall not include Claim Adjustment Files, risk data records and reports.

- 5.2 Plan Sponsor Accessibility to Data. The Service Organization shall make reasonably available to the Plan Sponsor, upon request, the computer risk data files used in the performance of this Service Agreement. The Service Organization shall make that data available in a machine-readable media in the Service Organization's then-current standard format.
- 5.3 Protection of Data. The Service Organization shall make reasonable efforts to insure the availability of the computer risk data and the operation of the computer hardware. It will copy the computer data files and place the copies in a location remote from the control processing unit at least once per week. In the event of damage to or malfunction of the computer hardware, the Service Organization will use its best efforts to obtain replacement alternative computer hardware to restore its service to an acceptable level in a timely manner. In the event of the loss of the Plan's data due to failure of the Service Organizations' computer equipment or communication devices or the negligence of an employee of the Service Organization, the Service Organization will use its best efforts to reconstruct or recover such data from the computer data files stored at a remote location by the Service Organization.

ARTICLE VI – INDEPENDENT CONTRACTOR STATUS

- 6.1 In no event shall the Service Organization be considered an employee of the Plan Sponsor. No agency relationship between the parties shall exist either as a result of the execution of this Service Agreement or performance hereunder.

ARTICLE VII – COMPENSATION

- 7.1 Except as otherwise provided in this Service Agreement, the Service Organization shall be compensated by the Plan Sponsor in accordance with the Administrative Fees outlined in Attachment I, and in subsequent attachments as this contract is renewed. The Service Organization will bill the Plan Sponsor on or about the 15th of each month for the following month's Administrative Fees. The number of covered Members used in calculating the Administrative Fees will be the number of covered Members as of the 15th of the month in which the invoice is issued. Payment is due within thirty (30) days of the date of the invoice. The Service Organization may notify the Plan Sponsor of an increase in the Administrative Fees ninety (90) days prior to the conclusion of the initial term or of any renewal term. The new Administrative Fees will go into effect as of the end of the initial term (or the renewal term), unless the Plan Sponsor terminates the Service Agreement pursuant to Paragraph 8.1.



- 7.2 In the event that the Plan Sponsor requests additional services that are not included in the description of services that are listed in Article III, the Service Organization may condition its performance of such additional services on the Plan Sponsor's agreement to a corresponding adjustment in the Service Organization's compensation. Any such adjustment must be mutually agreed upon in writing. Absent a written agreement between the parties, the Service Organization shall not be required to perform such additional services.
- 7.3 In the event there are either changes to existing federal or state law that require the Service Organization to perform additional work or incur additional expenses in order to provide any services required by this Service Agreement, the Service Organization reserves the right to request additional fees to compensate for such changes. The adjustment to the fees shall be mutually agreed upon in writing between the parties. Additional expenses shall include any increase in postal fees during the term of this Service Agreement. In the event that the parties are unable to agree upon an adjustment to the fees within thirty (30) days of the Service Organization's initial request for additional compensation, the Service Organization shall have the right to terminate this Service Agreement pursuant to Paragraph 8.3.
- 7.4 If at any time during the term of this Service Agreement the Member headcount as of any anniversary date is more than 10% lower than the Member headcount at the time of the EBS-RMSCO Proposal and such decrease is due, in whole or in part, to the migration of Members to one or more other plans that are offered by the Plan Sponsor but not administered by Service Organization, Service Organization will continue to charge its Administrative Fees based upon the prior Member headcount for no less than six (6) months. During this time period, the Service Organization will be responsible for processing run-out claims for the migrating population, if the Plan Sponsor so elects. However, in all cases, the Service Organization shall be entitled to the continued fees for the migrating population.
- 7.5 If at any time during the term of this Service Agreement the Member headcount decreases from the Member headcount at the time of the EBS-RMSCO Proposal by more than 10% due, in whole or in part, to a merger, acquisition, layoff, strike, the Plan Sponsor's downsizing of employees or any other means of action, Service Organization reserves the right to adjust its Administrative Fees accordingly. The Service Organization will provide forty-five (45) days advance written notice to the Plan Sponsor of such adjustment and its effective date of the adjustment.
- 7.6 In the event there is a Plan change as set forth in Paragraph 4.2 that requires the Service Organization to perform additional work or incur additional expenses, the Service Organization may notify the Plan Sponsor of an increase in the Administrative Fees due to such change. If the Plan Sponsor refuses to execute a writing agreeing to the increased Administrative Fees, the Service Organization



reserves the right to terminate this Service Agreement upon thirty (30) days advance written notice to the Plan Sponsor in accordance with Paragraph 8.3.

- 7.7 If at any time during the term of this Service Agreement the Plan Sponsor implements changes which adversely affect the Service Organization's claim processing efficiency, including the requirement of manual intervention in place of automatic adjudication, the Service Organization may notify the Plan Sponsor of an increase in the Administrative Fees due to such change. If the Plan Sponsor refuses to execute a writing agreeing to the increased Administrative Fees, the Service Organization reserves the right to terminate this Service Agreement upon thirty (30) days advance written notice to the Plan Sponsor in accordance with Paragraph 8.3.

ARTICLE VIII – TERMINATION

- 8.1 This Service Agreement may be terminated by the Plan Sponsor or the Service Organization without cause upon no less than thirty (30) days written notice prior to the conclusion of the initial term or a renewed term. The notice of termination must specify the date of termination.
- 8.2 Termination by Plan Sponsor. If the Plan Sponsor determines that the Service Organization has breached any material provision of HIPAA, the Plan Sponsor shall provide written notice of the breach, and a demand to correct the breach, to the Service Organization. If such breach remains uncorrected more than thirty (30) days following the Service Organization's receipt of the written notice of the breach and a demand that it be corrected, Plan Sponsor may terminate this Service Agreement by providing written termination notice to the Service Organization. The termination notice shall specify the date upon which it shall be effective, which shall not be less than thirty (30) days from the date of delivery of the termination notice to the Service Organization.
- 8.3 Termination by Service Organization. If any and all amounts due pursuant to Paragraph 4.5 are not paid to Service Organization by or on behalf of Plan Sponsor or Plan on or before the expiration of thirty (30) days following the date on which the payment was due, Service Organization may thereafter terminate this Service Agreement by providing written notice to Plan Sponsor of the termination. The termination notice shall specify the date upon which it shall be effective, which shall not be less than thirty (30) days from the date of the delivery of such notice to the Plan Sponsor. If the Plan Sponsor fails to timely fund the Bank Account, as is required by Paragraph 10.2, the Service Organization shall have the right to immediately provide written notice of termination to the Plan Sponsor. The date of termination will be outlined in the notice.
- 8.4 Upon the effective date of a termination of this contract, the Service Organization will no longer handle open Claim Adjustment Files and will promptly transfer such



files to the Plan Sponsor or Third Party designated by the Plan Sponsor. The cost of delivery of the files will be the responsibility of the Plan Sponsor. The Service Organization shall provide the Plan Sponsor with the following information on CD-ROM or FTP at no additional charge, if requested:

- (a) Eligibility and termination listing.
- (b) Member and family accumulators for the current and prior year (if applicable).
- (c) Claim detail report for the current and prior year (if applicable).
- (d) Description of any codes used.
- (e) Check detail report for the current and prior year (if applicable).
- (f) A file of current and future years' referrals and authorizations (if applicable).

The Service Organization shall utilize discretion when honoring requests for additional information in conjunction with the termination process received by the Plan Sponsor. The Service Organization may charge \$150 per hour for the computer programming and other efforts necessary to obtain such additional information.

- 8.5 Upon the effective date of a termination, the Service Organization shall have no responsibility thereafter for the propriety or correctness of any settlement or payment made on any claims by the newly appointed administrator.
- 8.6 At the option of the parties, the Service Organization will process remaining claims for dates of service prior to the termination date for an additional fee to be agreed upon.
- 8.7 The Service Organization will retain Plan files for a period of two years while this Service Agreement is in effect. At the end of each two-year period, the Service Organization will either return the files to the Plan Sponsor or arrange for storage at the Plan Sponsor's expense.

ARTICLE IX – CONDITIONS AND LIMITATIONS

- 9.1 The Plan Sponsor shall have reasonable rights to inspect and audit records not more than three (3) years old of the Service Organization regarding any matter covered by this Service Agreement. The Service Organization requires a minimum 15 business days advance written notice regarding any audit or inspection. Such audit or inspection must be performed by the Plan Sponsor, a stop loss carrier, a certified public accounting firm or other professional audit firm designated by the Plan Sponsor. A professional audit firm is an organization that consistently provides professional, independent health care claim auditing services to insured or self-funded health plans. Any firm performing such audit or inspection shall not be a competitor, owned by a competitor or affiliated with a competitor of the Service Organization. Any such inspection or audit shall be



conducted during the Service Organization's normal business hours and in a manner so as not to interfere unnecessarily with the business of the Service Organization. The person(s) performing the audit or inspection must enter into a confidentiality agreement prior to the audit or inspection. The number of files audited will be sufficient in number to ensure a fair representation of the files adjudicated by the Service Organization during the period covered by the audit or inspection. The Service Organization shall receive a copy of the results of any audit or inspection at the same time they are released to the Plan Sponsor. Any costs of any such inspection or audit shall be paid solely by the Plan Sponsor. This right of audit shall survive the termination of this Service Agreement and extend for a six-month period thereafter.

- 9.2 Neither this Service Agreement nor any rights hereunder shall be assigned by either party without the prior written consent of the other party.
- 9.3 The terms of this Service Agreement shall be governed by the laws of the State of New York, exclusive of New York's choice of law principles. The parties agree that any dispute under this agreement shall be venued in a Court of competent jurisdiction that is located in Onondaga County, New York.
- 9.4 Any adjudication by any court of competent jurisdiction which invalidates any part of this Service Agreement shall not act to invalidate any other part thereof.
- 9.5 In the event any claim, suit, action or proceeding of any kind is brought against the Service Organization by a Member, Participant or employee of the Plan Sponsor or the Plan or by the agents, representatives or successors in interest to any such persons relating to the provision of benefits under the Plan, the Plan Sponsor and the Plan jointly and severally agree to indemnify and hold harmless the Service Organization in all cases for the amount of any liabilities or damages that may be awarded to compensate the claimant, directly or indirectly, for the value of any benefits under the Plan.
- 9.6 In the event any claim, suit, action or proceeding of any kind is brought against the Plan or Plan Sponsor by a Member, Participant or employee of the Plan Sponsor or the Plan, or by the agents, representatives or successors in interest to any such persons, relating to the subject matter of this Service Agreement, the Plan Sponsor and the Plan jointly and severally agree to indemnify and hold harmless the Service Organization from any and all liabilities, damages, costs, expenses and attorneys fees that are not covered by Paragraph 9.5, unless it is determined that the claimant is entitled to recovery solely as a result of the Service Organization's failure to abide by the terms of the Plan. For purposes of this paragraph, the Service Organization shall not have failed to abide by the terms of the Plan if its conduct, acts and/or omissions were reviewed or approved of by the Plan Sponsor.



- 9.7 In the event any claim, suit, action or proceeding of any kind is brought against the Plan or Plan Sponsor by a Member, Participant or employee of the Plan Sponsor or the Plan, or by the agents, representatives or successors in interest to any such persons, relating to the provision of the benefits under the Plan, the Service Organization agrees to indemnify and hold harmless the Plan Sponsor for any liabilities, damages, costs, expenses and attorneys fees that the Plan Sponsor incurs (except for the value of any benefits that may be awarded) solely as a result of the Service Organization's failure to abide by the terms of the Plan. For purposes of this paragraph, the Service Organization shall not have failed to abide by the terms of the Plan if its conduct, acts and/or omissions were reviewed or approved of by the Plan Sponsor.
- 9.8 The Service Organization as the third-party administrator for the Plan will come into the possession of confidential health records pertaining to Members and other Participants. These records may be reviewed for the evaluation of medical treatment to determine covered charges, case management and pre-certification. The Service Organization will make such records or the information contained therein available to the Plan Sponsor only as permitted by law. In the event the Service Organization permits a disclosure of Protected Health Information to the Plan or Plan Sponsor and such disclosure results in a claim, suit, action or proceeding of any kind being brought against the Service Organization alleging a breach of statutory duty, then the Plan and Plan Sponsor shall be notified in writing and they shall jointly and severally indemnify and hold harmless the Service Organization against any and all liabilities, damages, costs, expenses and attorneys fees related thereto.
- 9.9 This Service Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes all prior agreements or understandings, written or oral, of the parties hereto, except for the terms of the EBS-RMSCO Proposal that are incorporated herein. This Service Agreement may be amended only by a writing executed by both parties.
- 9.10 No waiver of one or more provisions of this Service Agreement shall constitute a waiver of any other provision hereof, and the waiver by a party of a right or obligation on one occasion shall not constitute the waiver of the right or obligation in the future.
- 9.11 This Service Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors and assigns.
- 9.12 All notices to be given pursuant to this Service Agreement shall be in writing and shall be sent by personal delivery, certified or registered mail return receipt requested, or by overnight courier to the parties at the following addresses, unless a different address is designated in writing:



Plan Sponsor: Oneida County Health Insurance
Oneida County Office Building
800 Park Avenue
Utica, NY 13501
Attention: Commissioner of Personnel

Service Organization: EBS-RMSCO, Inc.
115 Continuum Drive
Liverpool, NY 13088
Attention: Gregory A. Cohen
Senior Vice President

All notices shall be effective when sent provided proof of their delivery exists. If no proof of delivery exists, the notices shall be effective upon receipt.

- 9.13 In the event that an amendment is made to the regulations promulgated by the U.S. Department of Health and Human Services with respect to Protected Health Information or Standard Transactions, this Service Agreement will automatically amend so that the obligations imposed on the Service Organization, Plan or Plan Sponsor will remain in compliance with the regulation. This provision shall not impact the Service Organization's rights under Paragraph 7.3.
- 9.14 Any delay in, or failure to comply with, the stated performance of a contract by Service Organization shall not constitute default or give rise to claims for damages if such delay or failure is caused by events beyond its control. These events shall include, but not be limited to: acts of God or the public enemy, expropriation or confiscation of facilities, compliance with the orders or directives of any governmental authority, acts of war, rebellion or sabotage, embargoes or other export restrictions, fire, flood, explosions, accidents, breakdowns, riots or strikes and other concerted acts, direct or indirect, of workpersons, or any other causes not within the direct control of Service Organization and which, by the exercise of reasonable diligence, Service Organization is unable to prevent or mitigate.

ARTICLE X – BANKING AND PAYMENT PROCEDURES

- 10.1 The Service Organization maintains a Bank Account for the purpose of paying claims or other Plan-related expenses. The Service Organization shall be responsible for both the proper and timely payment of all claims and claims-related expenses only if the Bank Account has been sufficiently funded by the Plan Sponsor.
- 10.2 The Plan Sponsor authorizes Service Organization to electronically withdraw funds from the Plan Sponsor's specified account for claim reimbursement payment and payment of claims-related expenses in an amount sufficient to

cover the total funds required by the Service Organization in order to fulfill the timely and accurate payment function required of it in Paragraph 10.1. The Service Organization shall have no obligation to place any of its funds in the Bank Account.

- 10.3 The Service Organization shall control disbursement of monies from the Bank Account exclusively for the purpose of paying claims and other Plan-related expenses. The Service Organization will be financially responsible for any misuse or misappropriation of funds drawn on the Bank Account by its personnel.
- 10.4 The Service Organization shall provide the Plan Sponsor with a report of the Plan Sponsor's funds in relation to payments from the Bank Account. The Service Organization and the Plan Sponsor will mutually agree upon the frequency of the reporting. Such report shall include an itemization of the disbursements including, but not limited to, check number, payee and amount.

ARTICLE XI – CLAIM INFORMATION ACCESS

- 11.1 Service Organization will provide the Plan Sponsor with access to claim information maintained by Service Organization which contains medical information records, provider information and other information which can be considered Protected Health Information.
- 11.2 Service Organization will provide the Plan Sponsor with access codes and/or passwords necessary to access claim information in accordance with the Plan Sponsor's authorization and direction. The Plan Sponsor may not have access to, or request disclosure of, information relating to other Clients of the Service Organization.
- 11.3 The obligations and rights under this Article shall extend to claim information and Confidential and Proprietary Information (as described in Section 11.6) whether obtained through access codes or passwords or otherwise to the computer and data resident thereon, whether such claim information is accessed directly from the computer(s) at either the Plan Sponsor's premises or its use of any remote, off-premises computer(s) including, but not limited to, those computers connected directly or indirectly by telecommunications to the Service Organization.
- 11.4 The Plan Sponsor agrees to use said claim information in accordance with all applicable municipal, state and federal laws and regulations to include all regulations as they pertain to Protected Health Information.
- 11.5 The Plan Sponsor hereby agrees to develop and enforce guidelines and procedures for limiting access to claim information by Authorized Personnel. Further, the Plan Sponsor will limit the use of claim information to healthcare operations and to fulfill statutory or regulatory responsibilities. The Plan Sponsor



will instruct and train Authorized Personnel to comply with all laws pertaining to the use of individuals' confidential medical or personal data.

- 11.6 The Plan Sponsor and Plan Sponsor's agents acknowledge that, through access to claim information, they may obtain Confidential or Proprietary Information of Service Organization or of a Third Party. If the Plan Sponsor learns that it has obtained such information, it will promptly notify Service Organization, and Service Organization will instruct the Plan Sponsor to either destroy said information or return it to Service Organization. The Plan Sponsor agrees not to use in any way information so accessed and to cooperate with Service Organization in preventing its reoccurrence. The Plan Sponsor agrees to train Authorized Personnel to ensure that said individuals comply with obligations hereunder.
- 11.7 The Plan Sponsor is responsible for their own cost of software, hardware and telephone charges incurred in connection with claim information access.
- 11.8 Claim information access may be terminated by either party by providing thirty (30) days advance written notice to the other party.

ARTICLE XII - PRIVACY OF PROTECTED HEALTH INFORMATION

- 12.1 The Service Organization is permitted to use or disclose Protected Health Information that it creates for or receives from the Plan Sponsor in order to fulfill its obligations as set forth in this Service Agreement. The Service Organization may further disclose Protected Health Information that it creates or receives if the use or disclosure is required by law or if the Service Organization is required to disclose such information to a Third Party in order to fulfill its obligations as set forth in this Service Agreement. The Service Organization will limit the use and disclosure of Protected Health Information to the minimum necessary needed to carry out the applicable function. Prior to disclosing Protected Health Information, the Service Organization must obtain, through a written Confidentiality Agreement, reasonable assurance that the person(s) or organization(s) to which it is disclosing Protected Health Information:
- (a) will hold such Protected Health Information in confidence and only use it or further disclose it for the purpose for which the Service Organization disclosed it to the Third Party or as required by law, and
 - (b) will notify the Service Organization (who will promptly notify the Plan Sponsor) of any instance of which the person(s) or organization(s) becomes aware of a breach of confidentiality of the Protected Health Information.



12.2 Continuing Obligation: The Service Organization's obligation to safeguard Protected Health Information that it created or received from the Plan Sponsor will be continuous and will survive termination of this Service Agreement.



IN WITNESS WHEREOF, the parties have executed this Service Agreement effective April 1, 2011.

EBS-RMSCO, INC.

By: 
Signature

Gregory A. Cohen, Senior Vice President
Print Officer Name, Title

Date: March 14, 2011

Oneida County

By: _____
Signature

Print Officer Name, Title

Date: _____

And: 
Plan Administrator Signature

JOHN P. TALEVERA COMMISSIONER
Print Plan Administrator Name, Title

Date: 4/1/11

Attachment I

Claim Administration Services	
Claim Processing (Per Employee Per Month)	\$25.00 PEPM
Primary Network Access	Included
Prescription Drug Coordination	Included
Medical Management	Included
HIPAA Certificate Issuance (After Termination)	Included
HCRA Administration	Included
Forms, ID Cards ¹	Included
Standard Reporting Package ²	Included
Implementation	Waived
Claim Charges	
Utilization Management & Large Case Management	
- 4/1/11 – 12/31/11	\$148.00/Hour
- 1/1/12 – 12/31/12	\$153.00/Hour
- 1/1/13 – 12/31/13	\$158.00/Hour
Subrogation Negotiation	25% of Recoveries
Travel Network Enhancement	25% of Savings
Out-of-Network Claim Repricing	25% of Savings
Optional Services	Initial Acceptance of Optional Services
PD/SPD Development ³	\$6,500.00 (One-Time Fee)
COBRA Administration ⁴	\$1.00 PEPM
The Steps To Success – On-Site Biometric Measurements (File Allocated)	\$195.00 Per Participant
Healthy Baby	\$300.00/Case
Medicare Part D Coordination	Fees Available Upon Request

See
Terms and Conditions
on the following page.

We accept the fees as set forth on this proposal. The Service Agreement shall govern all other terms and conditions.




Vice President of Operations Signature

Debbie L. Miller

Print Name

March 14, 2011

Date



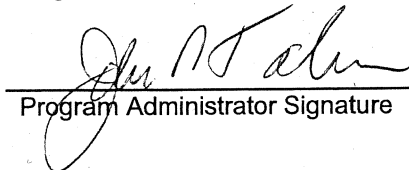
Regional Vice President of Sales Signature

Steven J. McCarthy

Print Name

March 14, 2011

Date



Program Administrator Signature

JOHN TALERICO

Print Name

4/1/11

Date

Terms and Conditions

Please be advised EBS-RMSCO's proposed rates are guaranteed for 90 days from the proposed effective date.

Administration Fees may be adjusted, along with Implementation Date, according to changes in census and plan design. The minimum fee for medical claim administration services is \$1,000.00 per month. SPD required not less than 30 days prior to Implementation Date.

The fees detailed above may not be inclusive of all expenses that may be incurred during the claim adjudication process. Examples of additional expenses include (but are not limited to) ordering of medical records, hospital audits, medical consultations, claim translations, etc.

- ¹ Initial issuance of ID cards only. Special issues at client's request charged at \$1.95/card.
- ² For any ad-hoc reports that require additional programming, a fee of \$150.00/hour may be imposed.
- ³ Does not include printing and mailing of PD / SPD booklets.
- ⁴ If the volume of COBRA notices exceeds 50% of your workforce in a Plan Year, you will be charged an additional \$15 per notification that exceeds the 50%. The volume of workforce is measured by location, site, or overall active EE's, whichever is less.

Attachment II

Performance Guarantees

Service Category	EBS-RMSCO Standard	Fees at Risk
Network Discount	40%	5.0%*
Account Management	Clients "Satisfied" or "Highly Satisfied"	0.50%
Financial Accuracy Total paid dollars errors divided by total paid dollars	98%	0.50%
Coding Accuracy Number of claims without coding errors divided by total number of audited claims	95%	0.50%
Perfect Claims Number of claims without any errors divided by number of audited claims	98%	0.50%
Claims Turnaround Time	95% in 20 Business Days	0.50%
Telephone Response Time	90% of Calls Responded to in Less Than 90 Seconds	0.50%
First Call Resolution	90%	0.50%
Abandonment Rate	Less Than 5%	0.50%
Overpayment Recovery	80%	0.50%
Time Delivery of ID Cards Initial Ongoing	Initial and Ongoing Cards Are Produced Within 10-12 Business Days	0.50%
Total Fees at Risk		10%

* 1% of administrative fee for every % below the guaranteed network discount to a maximum of 5%

1. In the event that Service Organization does not meet all of the Ongoing Performance Guarantees during a given Measurement Period, Plan Sponsor shall be entitled to retain, or Service Organization shall return to Plan Sponsor the amount(s) at risk with respect to the Guarantees that were not met. During the next succeeding Measurement Period, Service Organization shall identify, test and implement corrective measures to ensure that the Guarantees are met for that Measurement Period. If the triggered Guarantee(s) are met for that Measurement Period, Plan Sponsor shall promptly remit the amount retained or returned to Service Organization. If Service Organization fails to meet the Triggered Guarantees for that Measurement Period, Plan Sponsor shall be entitled to keep the fees retained or returned.
2. In the event that Service Organization does not meet all of the Ongoing Performance Guarantees during the last Measurement Period preceding the effective date of termination of this Agreement, Plan Sponsor shall be entitled to retain, or Service Organization shall return to Plan Sponsor, the amount at risk for the Guarantees that were not met.
3. For purposes of this Attachment III, "Measurement Period" shall mean each calendar quarter for so long as this Agreement remains in effect.
4. Service Organization shall not be liable for failure to meet the above-stated performance levels, either in whole or in part, if such failure is occasioned by any fire; explosion; accident; labor dispute; failure of equipment, such as but not limited to failure to computer systems; flood; war; riot; action of God; legal action including injunction; present or future law, government order, rule or regulation; or any other cause beyond Service Organization's reasonable control; provided, however, that Service Organization shall resume performance at the required levels as soon as practicable following abatement of such cause.
5. Anything to the contrary notwithstanding, the aggregate penalties payable by Service Organization with respect to performance during any given month shall not exceed 10% of the total administrative fee payable by the Plan Sponsor for that month.

The parties' assent to this Agreement is indicated by the following signatures:

Plan Sponsor

By: _____

Title: _____

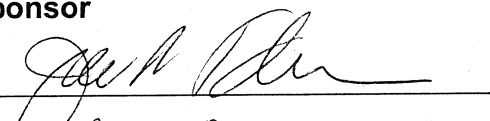
Date: _____

EBS-RMSCO, Inc.

By: _____

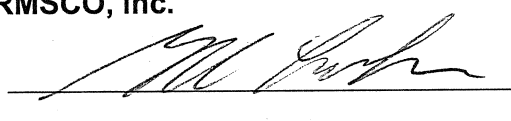
Title: _____

Date: _____



COMMISSIONER

4/1/11



Senior Vice President

March 14, 2011



Office of the Sheriff County of Oneida
 Robert M. Maciol, Sheriff

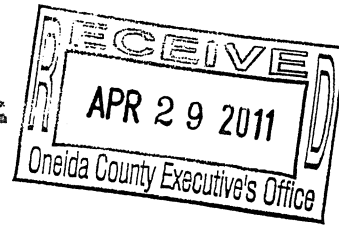
Robert S. Swenszkowski, Undersheriff
 Elizabeth A. Gustafson, Chief Administrator

Jonathan G. Owens, Chief Deputy
 Gabrielle O. Liddy, Chief Deputy

April 28, 2011

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

FN 20 11-164
PUBLIC SAFETY



Dear Mr. Picente,

WAYS & MEANS

The Commissary Account is offset by revenues from inmates in the Correctional Facility. Per the New York State Commission of Correction Minimum Standards 7016.1c "profits resulting from commissary sales shall be deposited in a separate bank account and shall be utilized only for purposes of prisoner welfare and rehabilitation."

In 2010, there was a profit of \$64,647 which has been rolled over into 2011, as indicated in the attached audit trail for revenue account A1525. Annually, a supplemental appropriation is prepared for the profit to fund programs, equipment, or supplies for the purposes set forth by the Commission. In 2011, it will be used for horticulture programming, educational services and supplies, a life skills program, sewing projects, recreational items, a worker pod, library, notary and other services. Two part time Correction Services Aids will help to administer these.

The Supplemental Appropriation request is as follows:

A3152.102	Temporary Help	14,000
A3152.211	Office Equipment	5,122
A3152.212	Computer Hardware	10,000
A3152.271	Recreation Equipment	4,000
A3152.295	Other Equipment	4,000
A3152.411	Office Supplies	4,000
A3152.425	Training	500
A3152.454	Travel	1,000
A3152.471	Recreation Supplies	4,025
A3152.472	Recreation Activities	4,000
A3152.491	Other Supplies	5,000
A3152.492	Computer Software	4,000
A3152.495	Other Expenses	5,000

Total Expenses: \$ 64,647

ONEIDA COUNTY BOARD OF LEGISLATORS
 2011 MAY -9 AM 10:20

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

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

Date: 5/4/11

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

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

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

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



Office of the Sheriff

County of Oneida

Robert M. Maciol, Sheriff

Robert S. Swenszkowski, Undersheriff
Elizabeth A. Gustafson, Chief Administrator

Jonathan G. Owens, Chief Deputy
Gabrielle O. Liddy, Chief Deputy

A1525 Revenue Prisoner Commissary \$ 64,647

Total Revenue: \$ 64,647

Thank you for your anticipated cooperation. If you have any questions please feel free to contact me at any time.

Sincerely,

Robert M. Maciol,
Sheriff

cc: Gerald Fiorini, Chairman of the Board
Rick Flisnik, Chairman of Public Safety Committee
David Wood, Majority Leader
Patricia Hudak, Minority Leader
Tom Keeler, Budget Director

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

Law Enforcement Division
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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

Account Audit Trail

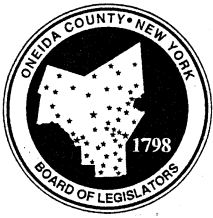
Audit of selected accounts, for dates from 01/01/11 to 04/27/11 for fiscal year 2011

Funds: A - General Fund
 Account: A1525 - Prisoner Charges Commissary - Revenue
 Department: 3152 - Sheriff - Inmate Commissary

Date	Type	Journal	Posted	Description	Details	Est. Revenues	Received	Revenue Remaining
01/01/11	Bud	1468014	01/03/11	Fiscal year 2011 Adopted Budgetary Entry for Fund A	337	\$93,408.00		\$93,408.00
02/15/11	Rec	1486310	02/16/11	1/11 COFIN	110882 SHERIFFS DEPT		\$7,288.76	\$86,119.24
03/09/11	Rec	1493353	03/11/11	2/11 COFIN	111288 SHERIFFS DEPT		\$7,951.73	\$78,167.51
03/16/11	Adj	1493825	03/16/11	Reversing : Carry Forward to 2011 Inmate Commissary. JRR 3/16/2011.) - P#: 1417175	2010 1		\$62,128.00	\$16,039.51
03/16/11	Adj	1500619	04/05/11	Reversing : (Add'l carry forward to 2011 Inmate Commissary; sab 4/5/11) - P#: 1423301	2010 1		\$2,519.14	\$13,520.37
04/07/11	Rec	1502120	04/11/11	3/11 COFIN	111917 SHERIFFS DEPT		\$7,985.07	\$5,535.30
						\$93,408.00	\$87,872.70	\$5,535.30
						\$0.00		

\$ 64,647

End of report



ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

David J. Wood
Majority Leader

Patricia A. Hudak
Minority Leader

FN 20 11 - 163

May 10, 2011

WAYS & MEANS

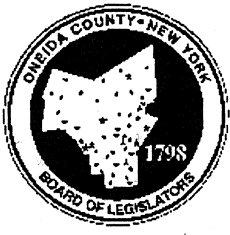
Oneida County
Board of Legislators
800 Park Avenue
Utica, New York 13501

Honorable Members:

I have received a separate request from Legislator Hennessy regarding elimination of mileage reimbursement that I am hereby forwarding to the Ways & Means committee at this time for consideration.

Respectfully submitted,

Gerald J. Fiorini
Chairman of the Board



ONEIDA COUNTY BOARD OF LEGISLATORS

Michael J. Hennessy, 439 Betsinger Rd., Sherrill, New York 13461
Home Phone: 527-9663

March 21, 2011

The Honorable Gerald J. Fiorini
Chairman of the Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

Dear Chairman Fiorini:

You indicated during the March 16th Board meeting, and you were subsequently quoted in the *Rome Sentinel* on March 17th as stating that you "would accept all your resolutions if done in the right way."

Accordingly, I enclose herewith three (3) separate Resolutions calling for (1) a reduction in the number of Legislative Districts; (2) elimination of insurance and insurance waiver stipends to Oneida County Legislators, and (3) elimination of mileage reimbursement to Oneida County Legislators.

Please forward the enclosed Resolutions to the appropriate Committees for consideration and presentation to the full Board as soon as possible.

Thank you.

Respectfully yours,

MICHAEL J. HENNESSY (D-2)
ONEIDA COUNTY LEGISLATOR

MJH:cg

**INTRODUCTORY
NO.**

F.N. 2011-

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

**INTRODUCED BY: Messrs. Hennessy
2ND BY:**

**RE: RESOLUTION TO ELIMINATE MILEAGE REIMBURSEMENT TO ONEIDA COUNTY
LEGISLATORS**

WHEREAS, By eliminating mileage to Oneida County Legislators there will be an approximate \$25,000 annual savings to Oneida County, and therefore, be it hereby

RESOLVED, That the Oneida County Board of Legislators hereby eliminates mileage reimbursement to all Oneida County Legislators.

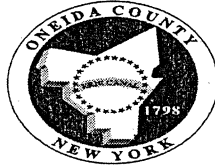
APPROVED:

DATED:

Adopted by the following roll call vote:

AYES: ____ NAYS: ____ ABSENT: ____

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

April 25, 2011

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

FN 20 11 - 166

**HUMAN RESOURCES
WAYS & MEANS**

RECEIVED
ONEIDA COUNTY LEGAL AGENCY
2011 MAY -9 AM 10:10

Dear Mr. Picente:

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

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

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

The term of this Agreement shall be from Date of Execution through December 31, 2011. The maximum amount of this contract is \$ 126,638 with a local cost of 27.88 % or \$ 35,306.67.

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

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 5/4/11

LAS/tms
attachment

4/19/11
23806

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Kids Oneida Inc.
310 Main Street
Utica, New York 13501

Title of Activity or Services: Return Home Early Program

Proposed Dates of Operations: Date of Execution – December 31, 2011

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

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

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

2). Program/Service Objectives and Outcomes -

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

3). Program Design and Staffing Level -

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

Total Funding Requested: \$ 126,638

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

Mandated or Non-mandated: Preventive services are mandated

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

Federal	38.39 %	\$ 48,616.33
State	33.73 %	\$ 42,715.00
County	27.88 %	\$ 35,306.67

Cost Per Client Served:

Past performance Served: This is the first year the Department has contracted with this provider for this service. This contract is expense driven and will not exceed \$ 126,638 for the duration of this contract.

O.C. Department Staff Comments:

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

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

WITNESSETH:

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

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

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

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

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

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

SECTION I DEFINITIONS

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

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

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

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

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

(4) Casework contacts is defined as :

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(18). The term of this Agreement shall be from Date of Execution through December 31, 2011 (maximum of 12 months) and may be renewed in writing from renegotiations agreeable to each party, and completed prior to the end of the term of this Agreement. The parties hereto are under no obligation to renew this Agreement or to purchase or provide services, in whole or in part, after herein provided. Either party should give notice in writing of its intention not to renew the Agreement at least six months prior to the expiration of this Agreement.

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

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

SECTION III SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

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

SECTION IV FAIR HEARINGS

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

SECTION V REIMBURSEMENT AND SERVICE FEES

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

SECTION VI GENERAL RESPONSIBILITIES OF PARTIES

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

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

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

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

SECTION VII BOOKS, RECORDS AND REPORTS

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

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

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

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

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

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

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

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

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

SECTION VIII ACCOUNTABILITY

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

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

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

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

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

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

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

SECTION IX COMPLIANCE WITH LAW

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

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

SECTION X TERMINATION OF AGREEMENT

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

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

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

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

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

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

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

SECTION XI

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

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

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

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

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

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

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

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

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

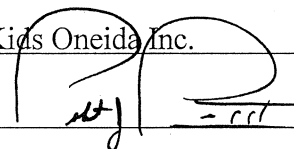
Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: _____

Agency: Kids Oneida Inc. _____

Authorized Signature:  _____

Print Authorized Name: Robert J. Roberts III _____

Title: CEO/Executive Director _____

APPENDIX A

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

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

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

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

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

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

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

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

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

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

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

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

the Return Home Early Project

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

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

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

It is further understood that this program is expense driven and the total cost of the Program is not to exceed \$ 126,638 as per the attached budget. The term of this Contract is from Date of Execution to December 31, 2011 and maybe renewed annually agreeable to both the Department and the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Outcome/Measurements for Case Management System

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall:

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

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

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

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

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

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

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

deviations from normal living standards not included on the checklist.

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

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

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

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

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

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

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

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

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

Page 20 of 24

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

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

*Kids Oneida Inc.
Return Home Early Project*

23806
Date of Execution - December 31, 2011

and

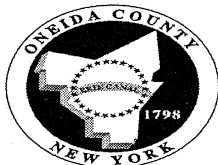
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

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

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

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

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

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

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 MAY -9 AM 10:20

April 25, 2011

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

FN 20 11 - 167

HUMAN RESOURCES

Dear Mr. Picente:

WAYS & MEANS

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

The Oneida County Office of Aging has provided home delivered meals for physically disabled and elderly Medicaid recipients who are unable to prepare meals in their homes as determined by Office of Continuing Care.

This request to amend the original purchase of service agreement with a term of January 1, 2011 through December 31, 2011 is to increase the cost of each meal from \$ 5.65 to \$ 6.50 for added program cost. The Department spent \$ 517,750.95 from September 2009 through August 2010 with a local cost of 10 % or \$ 51,775.10.

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

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 5/4/11

LAS/tms
attachment

4/20/11
52601

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Oneida County Office for the Aging

Title of Activity or Services: Home Delivered Meals -Amendment

Proposed Dates of Operations: January 1, 2011 through December 31, 2011

Client Population/Number to be Served: Disabled & elderly Medicaid Recipients who have been designated by Office of Continuing Care to receive this service.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Home delivered meals to those disabled Medicaid recipients who are not able to prepare their own meals.

2). Program/Service Objectives and Outcomes

Home delivered meals, Oneida County Department of Social Services does not anticipate approving more than 89,200 home delivered meals in 2011.

3). Program Design and Staffing Level -

As determined by Office for Aging.

Total Funding Requested: \$ 5.65 per meal amend to \$ 6.50 per meal.

Oneida County Dept. Funding Recommendation: Account # A6101.495.

Mandated or Non-mandated: Mandated service

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

Federal	62 %	-	\$ 4.03 per meal
State	28 %	-	\$ 1.82 per meal
County	10 %	-	\$.65 per meal

52601 - Amendment
4/20/11

AMENDMENT

This is to Amend Purchase of Service Agreement # 52601, made and entered in to, by and between the Oneida Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the Oneida County Office for Aging Nutrition Services, 235 Elizabeth Street, Utica, New York 13501 (hereinafter called Contractor).

WHEREAS, Purchase of Services Agreement # 52601 for providing Home Delivered Meals to the clients that Office of Continuing Care recommends for the contract period January 1, 2011 through December 31, 2011 is in need of adjustment. The Purchase of Service Agreement per meal amount needs to be increased in the amount of \$.85 per meal, upon execution of this Amendment page one paragraph A of stated Agreement shall read as follows:

A). The Contractor agrees to provide Home Delivered Meals to such parties as shall from time to time be designated by OCC; at the rate of \$ 5.65 for (1) meal per day and \$ 5.65 for 1) weekend meal with an additional \$.85 per meal for the delivery of the program. The Department will request the Contractor to deliver a minimum of 70 meals daily during the week and a minimum of 10 meals daily on the weekend.

Date: _____

Oneida County Executive: _____
Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____
Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____
Lucille A. Soldato, Commissioner

Date: _____

Agency: Oneida County Office for the Aging

Authorized Signature: *M. J. Roman*

Print Authorized Name: Michael J Roman

Title: Director

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the Oneida County Office for Aging Nutrition Services, 235 Elizabeth Street, Utica, New York 13501 (hereinafter called Contractor).

WITNESSETH:

WHEREAS, OCC desires that Home Delivered Meals be provided to clients that need long term care as determined by OCC; and

WHEREAS, the Contractor has the capability of providing Home Delivered Meals to the clients that OCC recommends;

NOW THEREFORE, it is mutually agreed as follows:

A). The Contractor agrees to provide Home Delivered Meals to such parties as shall from time to time be designated by OCC; at the rate of \$ 5.65 for (1) meal per day and \$ 5.65 for 1) weekend meal. The Department will request the Contractor to deliver a minimum of 70 meals daily during the week and a minimum of 10 meals daily on the weekend.

B). OCC agrees to reimburse the Contractor for ordered meals that were delivered to the Client's home, but not received by the client due to no fault of the Contractor or the failure to cancel the reservation; with said reimbursement to be limited to (2) consecutive days for each occasion when such an event shall occur.

C). The Contractor and the OCC shall be responsible for notifying the other of changes in the client's status for receiving Home Delivered Meals.

D). OCC shall:

- * Assess the need for Home Delivered Meals and the resources of the client and the family;
- * Provide the Contractor on a timely basis with copies of client's physician requests that have special/specific dietary needs;
- * Notify the Contractor a minimum of twenty-four hours prior to providing the necessary Services;

- * Determine the qualification of prospective clients for the Home Delivered Meals service and the duration that said client shall require the Home Delivered Meals Services;
- * Arrange for reimbursement for Home Delivered Meals from third parties, including Medicaid, upon receipt of a statement of Home Delivered Meals charges from the Contractor;
- * Provide the Contractor with a client referral list of those individuals who may need nutritional services; and
- * Cancel meals, as soon as possible, when the client no longer has need for the service.

E). The Contractor shall:

- * Upon request by OCC, provide Home Delivered Meal Services which shall be within the Contractor's ability to provide;
- * Be responsible to OCC Executive Director for compliance with the policies and record keeping of OCC; and
- * Submit to OCC a monthly request for payment on a Voucher furnished by the Contractor,
- * Shall collect any excess payment that is due from the client, as a last resort limited no more than 5 % of total OCC meal clients,
- * Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.
- * The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related illness.

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

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

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

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

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

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

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

The Contractor shall:

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

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

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

3. There is a material change in the business practices and procedures of the Department.

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

F). The liaisons for the agreement are:

- * Department of Social Services = Tamatha Stoetzner
- * Oneida County Office for Aging = Michael Romano

G). This Contract is for a period of January 1, 2011 and ending December 31, 2011. Contractors shall allow the Oneida County Department of Social Services access to the contract, books, documents and records which are necessary to verify the costs of the contract,

H). Notwithstanding any other provision in this Agreement, OCC remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and Local status, rules and regulations,

I). The Agreement may be terminated at any time by either party upon a (30) day notice advance written notice to the other party,

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

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

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

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

Date: 12/30/10

Oneida County Executive: _____

Anthony J. Picentolo
Anthony J. Picentolo, Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: 11/29/10

Oneida County Department of Social Services: _____

Lucille A. Soldato
Lucille A. Soldato, Commissioner

Date: 11/5/10

Agency: Oneida County Office for the Aging

Authorized Signature: *Michael J Romano*

Print Authorized Name: Michael J Romano

Title: Director

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

Oneida Co OFA/OCC
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

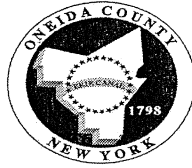
Michael J Romano, Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

mi-ta Romano
SIGNATURE

11/5/10
DATE

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building 800 Park Avenue Utica, NY 13501

RECEIVED
ONEIDA COUNTY LEGISLATURE
MAY 9 AM 10:30

April 25, 2011

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

FN 20 11-168

HUMAN RESOURCES

WAYS & MEANS

Dear Mr. Picente:

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

Enclosed is a Purchase of Services Agreement with the House of Good Shepherd for the operation of Non-Secure Detention Services for Oneida County.

The House of Good Shepherd has provided this service for the Department of Social Services for several years. This co-ed facility provides a local temporary placement for Oneida County youth. Placements at non-secure detention are court ordered for youth either awaiting further court action or youth who are already adjudicated PINS (Person in Need of Supervision) or JD (Juvenile Delinquents).

The program's total budget for 2011-2012 is \$ 821,851 and is 49 % reimbursable through New York State Office of Children and Family Services, with a local cost of 51 % in the amount of \$ 419,144.01.

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

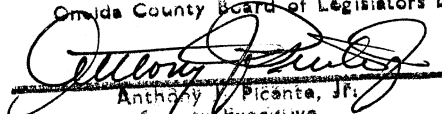
Thank you for your consideration.

Sincerely,


Lucille A. Soldato
Commissioner

LAS/tms
attachment

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


Anthony J. Picente, Jr.
County Executive

Date 5/4/11

4/20/11
12902

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: The House of the Good Shepherd
1550 Champlin Avenue
Utica, New York

Title of Activity or Services: Non-Secure Detention

Proposed Dates of Operations: July 5, 2011 through July 4, 2012

Client Population/Number to be Served: Youth placed by Family Court Remand PINS warrant, JD warrant or placed by Peace Officer.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The non-secure detention program will establish 8 beds for youth in need of Detention Services. The Contractor will operate a co-ed 8 bed non-secure facility located at 1606 Sunset Avenue.

2). Program/Service Objectives and Outcomes -

Provides for the local temporary placement of youth who are placed by Family Court Remand PINS warrant, JD warrant or placed by a Peace Officer until or when a permanent placement is provided, determined or located.

3). Program Design and Staffing Level - A co-ed Non-Secure facility 24 hour supervision and care. Staffing level:

- 7 Full Time Child Care Workers
- 2 Full Time Shift Supervisors
- 1 Full Time Senior Child Care Worker
- 1 Full Time Program Manager
- 2 Full Time Relief Child Care Worker
- 1 Full Time Case Worker
- 20 % Service Coordinator
- 5 % Assoc. Exec. Dir. For Community Services
- 10 % Secretary
- 4% Accountant
- 1 Part-time Summer Teacher
- 3 Part-time Nurse/ Nurse Practitioner
- 1 Part-time Cook

Total Funding Requested: \$ 821,851

Oneida County Dept. Funding Recommendation: Account #: A6123.495

Mandated or Non-mandated: Mandated to provide Non-Secure Detention Services.

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

State	49 %	\$ 402,706.99
County	51 %	\$ 419,144.01

Cost Per Client Served:

Past performance Served: The Department has contracted with this provider for this service since 1990 and is satisfied with their service. The average cost per available day is \$ 281.46. The budget for the year July 5, 2010 through July 4, 2011 was \$ 827,922.

O.C. Department Staff Comments: The costs of other non-secure detention facilities that the Department of Social Services utilizes have higher rates than the daily rates of this contract. Example: Children's Home of Jefferson County current daily rate is \$298.50.

PURCHASE OF SERVICES AGREEMENT BETWEEN
ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
AND
THE HOUSE OF GOOD SHEPHERD

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and The House of The Good Shepherd, 1550 Champlin Avenue, Utica, New York 13502 (hereinafter called Contractor).

WITNESSETH THAT:

WHEREAS, the Oneida County Department of Social Services has responsibility for care and custody of Persons in Need of Supervision and Juvenile Delinquents immediately prior to and during judicial proceedings in relation to such persons; and

WHEREAS, the Department desires to obtain an operational Non-Secure Detention program and related services for such persons; and,

WHEREAS, the Department desires to have the program implemented in their facility at 1606 Sunset Ave, Utica, New York and,

WHEREAS, the Agency desires to conduct this Program on behalf of the County, and the County is willing to retain the Agency to provide such Program; and,

WHEREAS, the New York State Office of Children and Family Services has and will certify said Program; and,

WHEREAS, the Department and the Contractor each desire to enter into an agreement for such Program on the terms and conditions set forth.

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

1. The Contractor will provide Non-secure Detention Services through a group care approach to the County of Oneida for the period of July 5, 2011 through July 4, 2012.

2. The Contractor's Non-secure Detention program will establish
The House of the Good Shepherd # 12902
Non-Secure Detention July 5, 2011-July 4, 2012

8 beds for youth in need of Detention Services from Oneida County. The Contractor will operate a co-ed 8 bed Non-Secure facility from the Sunset Ave., Location.

3. Non-Secure Detention, its operations, rules and regulations, are clearly defined under Executive Law, the Family Court Act, and the New York State Office of Children and Family Services Regulations. All operations under this contract would be established and implemented in accordance with all laws, rules and regulations relating to the operations of Non-secure Detention facilities.

The Contractor represents that it is familiar with and has a copy of all rules and regulations of the New York State Department of Social Services and the New York State Office of Children and Family Services pertaining to Contractor Shelters and Foster Boarding Homes as well as the operation of non-secure Family Foster Care. The Contractor agrees to comply with all such rules and regulations required by the New York State Department of Social Services and the New York State Office of Children and Family Services, including all amendments and additions thereto.

The Contractor agrees to comply and represents that the program complies with all Federal, State and Local laws, rules, regulations and ordinances including but not limited to the Labor Law, Workers Compensation Law, the Social Security Law, the New York State Civil Rights Law, Civil Rights Act of 1964 (including implementing regulations issued by United States Department of Justice and the Law Enforcement Assistance Administration).

The service will be available to those youth meeting the criteria for detention under Section 739 of the Family Court Act, with regard to alleged Persons in Need of Supervision and alleged Juvenile Delinquents.

4. All youth admitted:

- (1) Must be accompanied by a Family Court Remand; or
- (2) Must be accompanied by a P.I.N.S. Warrant; or
- (3) Must be accompanied by a J.D. warrant; or
- (4) Must be placed by a Peace Officer, who is authorized to take a child who has run away from home, or who, in the reasonable opinion of the officer, appears to have run away from home. The facility receiving a child shall inform a parent or other person responsible for such child's care and the Family Court of its action.
- (5) If a Peace Officer places a child in the Non-Secure Detention Facility at times when the Family Court is in session, a hearing must be held within 72 hours of the time detention commenced, or the next day the Court is in session, whichever is sooner.

5. Each youth in Non-secure Detention shall receive basic care and maintenance. Beyond the basic care and maintenance provided, each youth will receive 24 hour supervision. Each youth will be provided educational services by the Contractor and as agreed by the Department.

6. Each youth will receive recreational/social development services on a regularly scheduled basis from the Contractor's Child Care Workers.

7. For any youth in detention more than 72 hours; the youth will also receive a medical examination (not including psychological nor psychiatric services) and any necessary emergency medical care while in detention. The Department will make payment for all medical expenses through Medicaid if the child is eligible, or the expense will be paid and included in the reimbursements claim to the NYSOCFS.

8. The transportation of youth to and from the Department will be the responsibility of the Contractor. Oneida County Sheriff's Department and the Department have an agreement for transportation to the Detention Facility. In the event that the Sheriffs Department cannot transport to the facility, the Department will contact the Contractor to request their assistance. The Contractor will make every effort to respond to this need as soon as possible. All transportation for medical and other appointments pertaining to the youth's in Non-secure Detention will be assumed by the Contractor's Program Staff.

9. Twenty-four (24) hour intake and on-call duties for the program will be assumed by the Contractor's staff. Crisis intervention, admissions and related duties will be the responsibility of the Contractor staff. In the case of a youth absconding from the non-secure detention program, the following procedures will be followed:

1. A missing persons report will be filed with the local authorities.
2. Parents will be notified immediately.
3. The Placing Contractor will be notified within 24 hours.
4. It is the Department's and/or parent's responsibility to retrieve personal belongings, (i.e., clothing).

10. The Contractor agrees to appropriately train and supervise all Detention Services Staff.

11. The Contractor agrees to keep accurate records for each child placed in detention. All information contained in the Contractor's files shall be held confidential by the Contractor and the county pursuant to the applicable provisions of the Social Service Law

and the Law of the Family Court of the State of New York and the New York State Division of Probation Rules and Regulations.

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

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

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

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

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

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information

- electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

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

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

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by

the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and

9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

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

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

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

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

15. For the non-secure detention program provided by the Contractor, the County shall pay the Contractor, as billed monthly, not to exceed an annual total of \$ 821,851.00 as per the attached budget. The Department will make payments to the Contractor on a monthly basis upon presentation of a County

voucher with such verification of incurred expenses for that month and any other verifications as requested by the Department. This figure includes board bills, initial medical services and program services, including casework, education and recreation. Any expenses incurred due to severe medical problems or the need to provide extensive clothing will be the responsibility of the County and will be included in the claims to NYSOCFS. All beds are reserved by the County. The County may contract with other counties at a per diem rate, per child; Criteria established with N.Y.S Office of Children and Family Services approval for placement under said contracts shall be the same as for placements from the Department. In the absence of a contract, the Department may agree to have another county utilize the facility dependent on the availability of beds at a per diem rate per child, established with N.Y.S. Office of Children and Family Services approval.

16. The Contractor agrees to maintain books, records and necessary supporting documents as required by Section 372 of the Social Services Law. The Contractor will use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under the Agreement. The financial and statistical records shall be subject at all reasonable times to inspection, review, or audit authorized by the County and State Governments.

The Contractor agrees to provide an Annual Certification as attached pertaining to this Contract as part of the Contractor's Annual Independent audit.

17. The Contractor agrees that the equipment purchased under this Contract is the property of the Department and shall revert to the Department upon any termination or failure to renew the Contract.

18. The Contractor agrees that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Department, the Contractor shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor of third parties under the direction or control of the Contractor; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto

Notwithstanding the foregoing, Contractor shall not be responsible under the terms of this Section 13 to the party indemnified hereunder for any claims, costs, expenses, damages and liabilities whatsoever occasioned by the negligent acts or willful misconduct of the State, Department of Social Services or

Contracting Party (County).

19. The Contractor may not assign, subcontract, or otherwise dispose of this Agreement or any right, duty or interest herein without the prior written consent of the County.

20. This Agreement shall become effective on the fifth day of July 2011 and shall run for a period of 1 year. This Agreement can be renegotiated at any time by thirty days notice in writing by either party to the other. Such notice of renegotiation shall be given either personally or by certified or registered mail, return receipt requested. In this event, all obligations of both parties under this Agreement, with the exceptions of amounts due and owing from the county to the Contractor for services previously rendered, shall be modified at the end of thirty days from the date of notice of such modification, provided both parties agree in writing to any modifications.

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

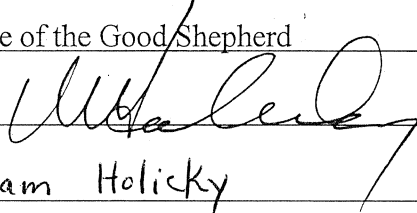
Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 4/21/11

Agency: The House of the Good Shepherd

Authorized Signature: _____



Print Authorized Name: William Holicky

Title: Executive Director

House of the Good Shepherd
Non-Secure Detention
July 5, 2011 – July 4, 2012

Expenses:

Salaries	\$ 490,054
Fringe Benefits	\$ 127,473
Personal Service Contracts	\$ <u>2,398</u>
Total Personal Services	\$ 619,925
Admin & Overhead	\$ 89,369
Rent/Lease	\$ 7,654
Supplies	\$ 14,678
Postage/Shipping	\$ 471
Travel/Conference	\$ 1,787
Telephone/Utilities	\$ 14,236
Printing	\$ 0
Insurance	\$ 8,509
Award/Grants	\$ 0
Membership Dues	\$ 1,159
Professional Fees	\$ 0
Volunteer Stipend	\$ 0
Facility Repairs	\$ 10,142
Miscellaneous	\$ <u>48,716</u>
Total General Operating	\$ 196,721
Equipment Purchase/Rental	\$ 1,959
Equipment Maintenance	\$ <u>3,246</u>
Total Equipment Cost	\$ 5,205
Capital Projects	\$ <u>0</u>
TOTAL EXPENSES	\$ 821,851

Miscellaneous Expense Breakdown
July 5, 2011 through July 4, 2012

Miscellaneous Expenses:

Depreciation	\$ 7,558
Transportation & Wkrs Exp	\$ 4,557
Allowances – Parent	\$ 1,400
Activities – Children	\$ 1,437
POS	\$ 2,964
Food	\$ 26,000
Clothing	\$ 700
Interest	\$ 513
Administrative Expense	\$ 1,087
Books & Subscriptions	\$ 258
Personnel Adv & Publicity	\$ 381
Data Processing	\$ 1,861
Total Miscellaneous Expense	\$ 48,716

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

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

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

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

rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

1606 Sunset Avenue
Utica, New York 13502

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

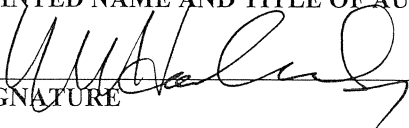
- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during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

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

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

The House of the Good Shepherd
NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

William Holicky, Executive Director
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE


SIGNATURE

7/21/11
DATE

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

April 25, 2011

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

FN 20 11 - 169

HUMAN RESOURCES

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 MAY -9 AM 10:30

Dear Mr. Picente:

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

Personal Care Services are a vital deterrent to the placement of eligible Medicaid Clients in Nursing Home Care. These services enable people to remain at home, maintaining a lower cost of care.

This Amendment to Purchase of Services Agreement for Personal Care Services to be provided by Homemakers of the Mohawk Valley, Inc., d/b/a Care Givers, 2465 Sheridan Drive, Buffalo New York 14240, allows the agency to provide Nursing Supervision effective May 1, 2011. The Contract is established for the year January 1, 2011 through December 31, 2011. New York State Department of Health establishes the Personal Care Rates. The cost of this service was \$ 312,927 from October 2009 through September 2010 with a local share of 10 % or \$ 31,292.70.

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

Sincerely,

Lucille A. Soldato
Commissioner

LAS/tms
attachment

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

Anthony J. Picente, Jr.
County Executive

Date 5/4/11

4/20/11
12702

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Homemakers of the Mohawk Valley Inc., d/b/a CareGivers
2465 Sheridan Drive
Tonawanda, New York 14150

Local Office: 1900 Genesee Street
Utica, New York, 13502

Title of Activity or Services: Personal Care Services **Amendment**

Proposed Dates of Operations: January 1, 2011 through December 31, 2011

Client Population/Number to be Served: Physically or Mentally disabled individuals in receipt of Medicaid who are residing in their own home.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Amendment allows the agency to provide Nursing Supervision effective May 1, 2011

Personal Care Services is defined as some or total assistance with personal hygiene, dressing and feeding, nutritional and environmental support functions and health-related tasks. Such services shall be essential to the maintenance of the patient's health and safety within his/her own home, ordered by the attending physician, based on an assessment of the patient's needs provided by a qualified person in accordance with a plan of care and supervised by a registered professional nurse.

2). Program/Service Objectives and Outcomes -

To enable disabled Medicaid recipients to remain in their own home and delay or divert entrance to a higher level of care.

3). Program Design and Staffing Level - N/A

Total Funding Requested: \$ 17.00 - \$ 24.00 per hour and \$ 57.54 per hour for nursing supervision -Rates determined by New York State – Rates quoted are the highest rates and vary by level of care needed.

Oneida County Dept. Funding Recommendation: Account # A6102.495

Mandated or Non-mandated: Mandated service

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

Federal	62 % -	\$ 194,014.74
State	28 % -	\$ 87,619.56
County	10 % -	\$ 31,292.70

Cost Per Client Served: \$ 17.00 - \$ 24.00 per hour however, rates vary as to the level of care required.

Past performance Served: The Department has had a contract with Homemakers of the Mohawk Valley, Inc., (d/b/a Care Givers) since 1984. This contract is paid directly by New York State through eMedNY, the cost of this service to the Department is included in the Medicaid Cap. The total cost to the state was \$ 312,927.00 from October 2009 through September 2010 with a cost to the Department equaling approximately \$ 31,292.70.

O.C. Department Staff Comments: The Department is satisfied with this provider and contracts with a number of agencies to ensure availability of service.

Amendment allows agency to provide Nursing Supervision effective May 1, 2011.

12702 – Amendment
4/7/11

AMENDMENT

This is to Amend our Purchase of Services Agreement # 12702 by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the Laws of the State of New York and having principal offices at the Oneida County Office Building 800 Park Avenue, Utica, New York 13501 (hereinafter called Department) and Homemakers of the Mohawk Valley, Inc. 2465 Sheridan Drive, Tonawanda, New York, 14150 (hereinafter called Contractor).

WHEREAS, the Department wishes to amend the original Purchase of Service Agreement # 12702 with a term of January 1, 2011 through December 31, 2011 under Nursing Supervision upon execution of this amendment shall include the following language:

The Department of Social Services agrees to reimburse the Contractor for the service of Nursing Supervision, starting May 1, 2011 for all new clients and existing clients at the time they are reauthorized for home care services.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: APRIL 21, 2011

Agency: Homemakers of the Mohawk Valley Inc.

Authorized Signature: Bader P. Reynolds

Print Authorized Name: Bader P. Reynolds

Title: Vice President / COO

Agreement

BETWEEN A LOCAL SOCIAL SERVICES DISTRICT AND A CONTRACTING AGENCY FOR PERSONAL CARE SERVICES (PURSUANT TO TITLE 11 OF ARTICLE 5 OF THE NEW YORK SOCIAL SERVICE LAWS AND TITLE XIX OF THE UNITED STATES SOCIAL SECURITY ACT).

FOR TITLE XIX SERVICES ONLY

MADE THIS 1ST DAY OF JANUARY, 2011

BETWEEN ONEIDA COUNTY THE SOCIAL SERVICES DISTRICT LOCATED AT
800 PARK AVENUE, UTICA, NEW YORK, 13502 (HEREINAFTER CALLED THE
DISTRICT), AND HOMEMAKERS OF THE MOHAWK VALLEY, INC. LOCATED AT
2465 SHERIDAN DRIVE, TONAWANDA, NEW YORK, 14150
(HEREINAFTER CALLED THE PROVIDER)

This Agreement is between Oneida County Department of Social Services, a municipal corporation of the State of New York, hereinafter referred to as the Social Services District, having its principal office at 800 Park Avenue, Utica, New York 13501 and Homemakers of the Mohawk Valley, Inc. (Provider) having its principal office at 2465 Sheridan Drive, Tonawanda, New York 14150.

The parties hereto desire to make available to the County of Oneida, Personal Care Services under Title XIX of the Federal Social Security Act.

The Social Services District is authorized, pursuant to Section 365-a(2)(e) of the New York State Social Services Law and 18 New York Code of Rules and Regulation (NYCRR) and/or other New York State Department of Health regulations, to provide personal care services to persons eligible to receive said services; and

The Social Services District is desirous of obtaining personal care services to be rendered to recipients of Medical Assistance (Medicaid) for which reimbursement is available pursuant to Title XIX of the Federal Social Security Act and applicable state law; and

The Provider herein represents that he or she will provide services that are authorized pursuant to Title XIX of the Federal Social Security Act and applicable state law and which are eligible for reimbursement thereto;

THEREFORE, the parties signing and executing this instrument do in consideration of the above agree as follows:

1. Providers as Independent Contractors

The Social Services District and the Provider agree that the Provider is an independent Contractor and is not in any way to be deemed an employee of the Social Services District or the State Department of Health. The Provider agrees that it will, at all times, indemnify and hold the Social Services District and the State Department of Health and their officers or employees harmless and free and clear of any and all liability arising from any act of omission or commission by the Provider, its officers or employees with respect to this Agreement and any of the terms thereof. It is further understood and agreed that no agent, servant or employee of the Provider shall, at any time, or under any circumstances, be deemed to be an agent, servant, or employee of the Social Services District or State Department of Health. Notwithstanding the foregoing, the Provider shall not be required to indemnify the Social Services District or the State Department of Health for any losses resulting solely from the provider's negligence.

2. Provision of Personal Care Services

The Provider agrees to provide personal care services, as defined in New York State 18 NYCRR to recipients of Medicaid, as defined in Title 11 of Article 5 of the New York State Social Services Law and/or Title XIX of the Federal Social Security Act, if requested to provide said services by a social services district, pursuant to the order(s) and/or prescription(s) of a physician, in accordance with a plan of care and to be

supervised by a registered nurse, subject to the conditions set forth in the regulations of New York State 18 NYCRR or superseding provisions.

3. Authorization and Request for Personal Care Services

It shall be the sole responsibility of the Social Services District to determine the eligibility of a client. The Social Services District and/or eMedNY shall not reimburse the Provider for personal care services provided to persons who have not been determined eligible and authorized by the Social Services District to receive such services and when such services are not provided in accordance with the written authorization of the Social Services District. The Social Services District and/or eMedNY shall reimburse the Provider only for such personal care services authorized and provided in accordance with the policies and procedures of the Social Services District.

It shall be the sole responsibility of the Social Services District to notify the Provider of the service authorization of each client including the functions and tasks required.

The Social Services District will forward to the Provider written confirmation of each telephoned service authorization within seven working days of such notification.

4. Obligation to Utilize Provider

The Social Services District shall not be obligated to utilize the services of the Provider(s).

5. District's Termination of Contract

The Social Services District shall have the right to terminate this Agreement under the following conditions:

- a Upon receipt of notification that Federal and/or State reimbursement is no longer available for the services to be provided.
- b Failure of the personal care agency to perform its obligations pursuant to this Agreement and the requirements of 18 NYCRR 505.14.
- c Violation by the Provider of any of the material terms of this Agreement or participation in Medicaid fraud.
- d Except for emergencies when the patient's health and safety is in immediate jeopardy, the Social Services District shall give the Provider thirty (30) days written notice of intention to terminate services of the Provider under this Agreement; in the event of termination, the Provider shall, within five (5) working days, transfer copies of any and all records pertaining to any individual who has been or is receiving services provided by the Provider to the Social Services District. The Provider shall retain its original client care records and, within five (5) working days, transfer a copy of any and all client care records in lieu of originals which shall be retained by the Provider for at least six (6) years beyond the date of termination of the contract between Provider and district.
- e The cessation of services to a particular recipient shall not render this entire Agreement void or voidable.

6. Provider's Termination of Contract

The Provider shall have the right to terminate this Agreement under the following conditions:

- a. If there is an imposition of new or additional requirements by the Federal or State governments as a condition to continued Federal or State reimbursement which the Provider reasonably finds unacceptable;
- b. The State Department of Health has, pursuant to the provisions of this Agreement, reduced the rate paid to the Provider and the Provider finds such reduced rate to be unacceptable.
- c. The provider shall give the Social Services District thirty (30) days written notice of its intention to terminate services to the district or any individual who would otherwise remain eligible to continue receiving personal care services. This written notice of termination shall contain the reasons for termination and the effective dates.

7. Close-Out Procedures

Upon termination or expiration of this Agreement, the Provider shall comply with all State Department of Health and Social Services District's close-out procedures, including, but not limited to:

- a. Turn over to the State Department of Health or the Social Services District all books, client records, client documents and material relating to client services.
- b. Not incur or pay any further obligations pursuant to this Agreement beyond the termination date. Any obligation necessarily incurred by the Provider on account of this Agreement prior to receipt of notice of termination and falling due after such date shall be paid by the Social Services District in accordance with the terms of this Agreement if the Social Services District receives notice of such obligations within thirty (30) days after the date of termination, overpayments or funds paid in excess of Allowable Payments which have been paid to the Provider pursuant to this Agreement.
- c. Account for the refund to the Social Services District within thirty (30) days after the date of termination, overpayments of funds paid in excess of Allowable Payments which have been paid to the Provider pursuant to this Agreement.
- d. Submit to the State Department of Health within ninety (90) days after the date of termination or expiration, a final report of receipt and expenditure of funds relating to this Agreement. The report shall be made by a certified public accountant.

8. Terms of Agreement

This Agreement will be in effect for one year and will be automatically renewed at the end of the year and each subsequent year unless terminated. Either party may terminate this agreement at any time, with or without cause, by providing at least thirty days advance written notice of the termination to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of termination.

9. Jurisdiction of District

The Provider agrees that its employees or agents rendering personal care services shall be subject to the jurisdiction of the district and/or its designee, when such designee has been approved by the State Department of Health. It is understood and agreed that the Social Services District retains the right to maintain and continue case management for any recipients of Medicaid and that the activities of the Provider shall be subject to the monitoring of the Social Services District and the State Department of Health, in accordance with the requirements of 18 NYCRR.

10. Agreement to Renegotiate

The parties agree to renegotiate this Agreement in the event that the United States Department of Health and Human Services or the State Department of Health issue new or revised requirements on the Social Services District as a condition for receiving continued Federal or State reimbursement.

11. Amendment of Contract

This Agreement may be amended whenever determined necessary by the Social Services District and the Provider, if such amendments are approved by the State Department of Health. All amendments must be in writing, duly signed by both parties, and be annexed to the contract.

12. Fair Hearings

The Social Services District shall be responsible for providing notice to recipients of the recipient's right to a State fair hearing as required by Federal and State Law and regulations, and the manner in which a State fair hearing may be requested. The Provider, upon request of the Department, shall participate in State fair hearings when necessary for the determination of issues.

13. Adequacy of Service Notices

This contractual arrangement shall not diminish the Provider agency's responsibility for maintaining adequacy of service notices thereof to recipients, reports, surveys, studies, audits, court or judicial proceedings, and any other matters of procedures relating to the furnishing of personal care services by the Provider.

14. Adequacy of Provider Services

This contractual arrangement shall not diminish the Provider agency's responsibility for maintaining adequacy of services provided by the agency. As required in 10 NYCRR 766.10 (d), notwithstanding any other provisions in this contract, the Provider agency remains responsible for: a) ensuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and local statutes, rules and regulations; b) ensuring the quality of all services provided by the agency; and c) ensuring adherence by the agency staff to the plan of care established for patients.

15. Liability Insurance

The Provider shall obtain and maintain in full force and effect liability or other insurance in an amount sufficient to protect the Social Services District and the State Department of

Health from any potential liability that may accrue as a result of any actions of the Provider; such coverage may be an endorsement to an existing policy of the Provider. Regardless of the form or manner of coverage, the insurer shall be requested by the Provider to provide the Social Services District with a written acknowledgment of coverage, the terms and conditions thereof, and a commitment to notify the Social Services District at least ten days before any cancellation, reduction or other change in coverage becomes effective (pursuant to usual insurance "hold harmless" or "loss payee" provisions).

16. Fiscal Reports

The Provider shall make the necessary and/or required employer payroll reports, deductions, and tax, insurance, or other payments, including, but not limited to, providing for worker's compensation insurance, disability insurance, U.S. Social Security taxes, federal and state unemployment insurance benefits, withholding federal, state and local income taxes; and comply with any other legal or customary requirements.

17. Performance Standards

The Provider shall provide services which assure the health and safety of the client and assist the client to live as independently as possible. To assure the quality of the service, the following shall apply:

- a. The Provider shall commence services as expeditiously as possible upon receipt of an oral or written authorization from the Social Services District. If notice to commence services is received on a Friday, Saturday, Sunday, or Official State Holiday, the said hour period shall begin to run on the next business day following such Friday, Saturday, Sunday or State Holiday.
- b. The Provider shall establish and maintain procedures in order to ensure uninterrupted service in accordance with service authorizations, including the following:
 - i) The Provider shall establish and maintain a 24 hour per day, seven day per week system for emergency replacement of personal care aides.
 - ii) The Provider shall establish and submit to the Social Services District for review and approval a holiday coverage plan for the provision of services.
 - iii) Providers who are certified in accordance with Part 760 of 10 NYCRR or licensed in accordance with Part 765 of 10 NYCRR shall share with the Social Services District their plan for emergency and disaster preparedness prepared in accordance with Section 763.8 of 10 NYCRR and Section 766.5 of 10 NYCRR. Those agencies which are not required to be certified or licensed and are providing services exclusively under 18 NYCRR shall establish and submit to the Social Services District for its prior approval a plan for maintaining services in the event of an emergency, including snowstorms and power failures.
 - iv) The Provider shall promptly notify the client and the Social Services District when the Provider is unable to provide continuing

services in accordance with service authorization. The Provider shall make such emergency arrangements as shall be necessary to ensure that the safety of the client is not endangered by the inability of the Provider to provide the authorized services.

- c. The Provider shall notify the Social Services District when personal care services appear to be no longer appropriate. The Provider shall in no event terminate services to a client without the prior approval of the Social Services District.
- d. The Provider shall notify in writing all their employees that the personal care aides cannot cash checks, do banking or pay bills for the client without special written permission from the Social Services District. If such permission is granted, all such transactions shall be documented in writing.
- e. The personal care aide shall not directly or indirectly solicit any gift or accept any gift, whether in the form of money, services, loans, time off, telephone usage, travel or any other form.

18. Administrative Supervision

The Provider agrees to perform administrative supervision activities to assure that personal care services are provided as authorized by the case management agency. To assure that services are provided according to the level, amount, frequency and duration authorized, the provider agrees to:

- a) Notify the case manager agency within 24 hours of the initial referral whether the agency accepts or rejects an assigned case. If the provider accepts the client, the provider agency must notify the case management agency of the arrangements made to provide personal care services. If the provider rejects the client, the provider agrees to notify the case management agency of the reason for rejecting the referral.
- b) Assign a personal care aide(s) to the client which can meet his/her needs. In making such a determination, the Provider agrees to take the following into consideration:
 - i) the skills needed by the patient;
 - ii) the patient's cultural background, primary language, personal characteristics and geographic location; and
 - iii) the ability of the personal care aide to communicate with the patient or on the patient's behalf;
- c) Promptly provide a replacement when the assigned personal care aide:
 - i) Is unavailable;
 - ii) Does not work effectively with the patient or care givers or provides personal care services inappropriately or unsafely; or
 - iii) Is not performing to the satisfaction of the client.
- d) Promptly notify the case management agency when the provider is unable to maintain coverage including cases requiring service at night, weekends and holidays, or when there are questions regarding the adequacy of the authorized personal care services.
- e) Participate in, or arrange for, the orientation of persons providing personal care services to the employment policies and procedures of the agency;

- f) Evaluate, at a minimum annually, the overall job performance of persons providing personal care services;
- g) Check time cards for required documentation and maintain scheduling records and any other records necessary to fulfill required administration activities.

19. Provider Records

- a The provider agrees to maintain books, records, documents and acceptable accounting procedures and practices which adequately reflect all direct and indirect costs of any nature expended in the performance of this Agreement. The Provider also agrees to collect and maintain program and statistical records as prescribed by and on forms furnished by the Social Services District and authorized by the State Department of Health.
- b The Provider agrees to retain all books, records, and other documents relevant to this Agreement for six (6) full years after final payment. Federal and/or State auditors and any persons duly authorized by the Social Services District shall have full access to and the right to examine any of said materials during said six (6) year period.
- c The Social Services District and the Provider shall observe and require the observance of applicable Federal and State requirements relating to confidentiality or records and information, and each agrees not to allow examination of records or disclose information, except for examination of records by the Social Services District and/or the state Department of Health as may be necessary to assure that the purpose of the Agreement will be effectuated. The Social Services District also agrees that the physician's orders, the nursing and the social assessments will be maintained within their records provided that the district furnishes copies of such written documentation and information, including copies of the physician's orders and nursing assessment, and access to its staff, as may be required by the State Department of Health or by the licensed Provider agency, to assure compliance with applicable statutes, rules and regulations.

20. Cooperative Agreements

The Provider agrees that it has notified or will notify, the Social Services District and/or the State Department of Health of any affiliated entities with which it has direct or indirect cooperative agreements, contracts for services, or any other type of formal or informal arrangement whereby the costs and/or the amounts received in reimbursement for services rendered to recipients are shared among or transferred between the Provider and any other entity(ies); if the Provider makes any disbursement directly or indirectly to any entity receiving reimbursement from any governmental agency, the Social Services District and/or the State Department of Health shall also be notified.

21. Rates of Payment

The Social Services District shall reimburse the provider at the rate(s) set forth by the State Department of Health and approved by the State Division of the Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment and no additional reimbursement to the Provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth. The terms set forth on

the rate page appended hereto shall be made a part hereof and shall be incorporated herein.

22. Local Variations

Local variations, if any, shall be set forth in Appendix B, appended hereto and shall be effective only if the terms and form of such variations do not conflict with the contents of this contract. The words and meaning of the terms in the main body shall be controlling to the exclusion of the local variations unless a separate executed Agreement between the State Department of Health and the Social Services District deliberately changes said effect and a copy of said Agreement is appended thereto.

23. Civil Rights Requirements

The Provider agrees to comply with the requirements of the United States Civil Rights Act of 1964 as amended and Executive Order No. 11246 entitled "Equal Employment Opportunities" and the regulations issued pursuant thereto as shall be deemed to exist or to bind any of the parties hereto.

24. Non-Discrimination Requirements

The Provider agrees to observe and comply with the Federal regulations contained in 45 CFR 84 entitled "Non-discrimination on the Basis of Handicap; Programs and Activities Receiving or Benefiting from Federal Financial Assistance."

25. Effective Dates

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any other parties hereto. Terms of this Agreement shall be effective beginning January 1, 2011 through December 31, 2011 and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement.

26. Signatures

In Witness Whereof, the parties hereunto have signed and executed this Agreement on the date(s) indicated opposite their respective Signature.

 Date: 12/15/10
 Oneida County Executive: _____
 Anthony J. Picente Jr., Oneida County Executive

 Approved as to Form _____
 Oneida County Attorney

 Date: 12/12/10
 Oneida County Department of Social Services: _____
 Lucille A. Soldato, Commissioner

 Date: 10/15/2010

Agency: Homemakers of the Mohawk Valley, Inc.

Authorized Signature: Carmen P Flitt, CFO

Print Authorized Name: CARMEN P FLITT, CFO

Title: CFO

eMedNY ID # 00921279

APPENDIX A

The Parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract:

- I. This contract may not be assigned by the Provider or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State Department of Health.
- II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.
- III. The provider specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:
 - a) No laborer, workman or mechanic, in the employ of the provider, subprovider or other person doing or contracting to do the whole or; any part of the work contemplated by the contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in the emergencies set forth in the Labor Law.
 - b) The wages paid for a legal day's work shall not be less than the prevailing rate of wages as defined by law.
 - c) The minimum hourly rate of wage to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.
 1. The Labor Law provides that the contract may be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than;
 - a. The stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended, or
 - b. Less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.
- IV. The Provider specifically agrees, as required by the provisions of the Labor Law, Section 220-e as amended, that:
 - a) In hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no provider, subprovider nor any person acting on behalf of such provider or subprovider, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
 - b) No provider, subprovider, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for

the performance of work under this contract on account of race, creed, color, sex or national origin.

- c) There may be deducted from the amount payable to the provider by the State under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract.
- d) This contract may be canceled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the contract.
- e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status.
- b) If directed to do so by the Commissioner of Human Rights, the contractor will send to each labor union or representative of workers with which the contractor has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner of Human Rights, advising such labor union or representative or the provider's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the contractor was directed to do so by the providing agency as part of the bid or negotiation of this contract, the provider shall request such labor union or representative to furnish a written statement that such labor union or representative will not discriminate because of race, creed, color, sex, national origin, age, disability or marital status, and that such labor union or representative will cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses and that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the provider shall promptly notify the State Commissioner of such failure of refusal.
- c) If directed to do so by the Commissioner of Human Rights, the provider will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commissioner of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions

- of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.
- d) The Provider will state, in all solicitations or advertisement for employees placed by or on behalf of the Provider, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, national origin, age, disability, or marital status.
 - e) The Provider will comply with the provisions of Sections 290-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discriminatory clauses and such sections of the Executive Law, and will permit access to the provider's books, records and accounts by the State Commissioner of the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
 - f) This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the providing agency upon the basis of a finding made by the State Commissioner of Human Rights that the provider has not complied with these non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State or public authority or agency of the State, until the Provider satisfies the State Commissioner of Human Rights that the Provider has established and is carrying out a program in conformity with the provisions of these not-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the Commissioner have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commissioner, notice thereof has been given to the provider and an opportunity has been afforded the provider to be heard publicly in accordance with the Executive Law. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by Law.
 - g) The provider will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subprovider or vendor as to operations to be performed within the State of New York. The Provider will take such action in enforcing such provisions of such subcontract or purchase order as the State Commissioner of Human Rights or the providing agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the State Commissioner of Human Services of the providing agency, the Provider shall promptly so

notify the Attorney General, requesting the Attorney General to intervene and protect the interests of the State of New York.

- VI. The agreement shall be void and of no force and effect unless the provider shall provide coverage for the benefit of, and keep covered during the life of this agreement, such employees as are required to be covered by the provisions of the Worker's Compensation Law.
- VII. In accordance with Section 200-f of the Labor Law and Section 139-h of the State Finance Law and the regulations of the Comptroller of the State of New York promulgated thereunder, the provider agrees, as a material condition of the contract:
 - a) That neither the provider nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder;
 - b) That if the Provider or any substantially owned or affiliated person, firm, partnership or corporation has been convicted or subjected to a final determination by the United States Commerce or any other appropriate agency of the United States of a violation of the United States Export Administration Act of 1969, as amended, or the Export Administration Act of 1979, as amended, or the regulations of the United States Department of Commerce promulgated thereunder, the contractor shall notify the Comptroller of such conviction or determination in the manner prescribed by the Comptroller's regulations.

APPENDIX B

(Local Variations)

The New York State Department of Social Services has assumed full responsibility for setting home care services rates for Medicaid eligible clients.

Oneida County Department of Social Services agrees to make payment to Homemakers of the Mohawk Valley, Inc. at the reimbursable rate established by the New York State Department of Health.

APPENDIX C

AGREEMENT BETWEEN A LOCAL DEPARTMENT OF SOCIAL SERVICES AND
A CONTRACTING AGENCY FOR PERSONAL CARE SERVICES (PRUSUANT TO
TITLE 11
OF ARTICLE 5 OF THE NEW YORK STATE SOCIAL SERVICES LAW)
(FOR TITLE XIX SERVICES ONLY)

Between:

Oneida County Department of Social Services
(Social Services District)

and:

Homemakers of the Mohawk Valley, Inc.
(Provider)

Nursing Supervision

WHEREAS, as agreement has been or is simultaneously being executed between the parties hereto for the provision of home health care and personal care services; and,

WHEREAS, nursing supervision for personal care may be provided by a registered nurse who is an employee of a voluntary or proprietary agency pursuant to 18 NYCRR, and

WHEREAS, the Provider(s) herein represent(s) that he, she, it or they will provide said nursing supervision services as authorized pursuant to applicable state law and which are eligible for reimbursement thereto.

NOW, THEREFORE, the parties signing and executing this instrument do, in consideration of the above, covenant and agree as follows:

- A. All the terms and conditions contained in the agreement to which this addendum is appended shall continue in effect and the terms and conditions in this addendum are to be supplementary and subordinate therein.
- B. The Provider(s) agree(s) to provide nursing supervision for personal care as defined in New York State Department of Health If requested by the local Social Services District, the Provider agrees to provide nursing supervision for personal care as defined in 18 NYCRR for services rendered to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of New York State Social Services Law if requested to provide said services by a social services district subject to the conditions set forth in the regulations of the New York State Department of Health; said nursing supervision services shall be rendered subject to the same terms and conditions set forth for personal care services in the Agreement to which this addendum is appended.
 - a. All the terms and conditions contained in the agreement to which this addendum is appended shall continue in effect and the terms and conditions in this addendum are to be supplementary and subordinate thereto.
 - b. The Provider(s) agree(s) to provide nursing supervision for personal care as defined in 18 NYCRR for services rendered to recipients of medical assistance (Medicaid), as defined in Title 11 of Article 5 of the New York State Social Services law, if requested to provide said services by a social services district subject to the conditions set forth in the regulations of the New York State Department of Health; said nursing supervision services shall be rendered subject to the same terms and conditions set forth for personal care services in the agreement to which this addendum is appended.

- c. The Provider(s) agree(s) that all nursing supervision services performed under its direction shall be performed by a registered nurse who possesses the qualifications required by New York State Department of Health and/or any other state or federal law and/or regulations; all persons rendering such nursing supervision services shall be employees of the Provider in accordance with the New York State Department of Health requirements.
- d. The Social Services District shall reimburse the Provider at the rate(s) set forth by the New York State Department of Health and approved by the state Division of Budget. Unless otherwise stated, the rate of payment set forth shall be the total gross amount of payment, and no additional reimbursement to the Provider will be made for any subsidiary or other services supplementary or in addition to the terms herein set forth. The terms set forth on the rate page appended hereto shall be made a part hereof and shall be incorporated herein.
- e. This addendum shall be valid and binding for the time period set forth in the agreement to which this addendum is appended unless a shorter period of effectiveness is set forth below:

From (date):

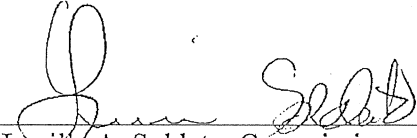
To:

- f. This addendum contains all the additional terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, exist regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto, and any amendments, modifications, or revisions shall be subject to the terms and/or conditions set forth in the agreement to which this addendum is appended.

IN WITNESS WHEREOF, the parties hereunto have signed and executed this agreement on the date(s) indicated opposite their respective signatures. This addendum shall be valid and binding for the time period set forth in the Agreement to which the addendum is appended.

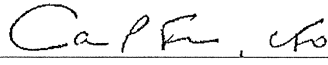
DATE: 11/2/10

For the Oneida County
Department of Social Services:

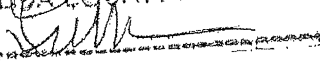

Lucille A. Soldato, Commissioner

DATE: 10/15/2010

For: Homemakers of the Mohawk Valley, Inc.
(Provider)

Authorized Signature: 

Print name and Title: CARMEN P FLITT, CEO

Approved As To Form
ONEIDA COUNTY ATTORNEY
By 

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

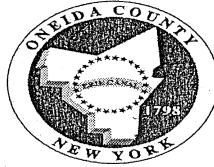
A. The applicant that it will or will continue to provide a drug-free workplace by:

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

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

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

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

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

April 25, 2011

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

FN 20 11 - 170

HUMAN RESOURCES

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 MAY -9 AM 11:20

Dear Mr. Picente:

I am submitting the following sample contract for all thirty five (35) Purchase of Service Agreements for Review and approval by the Board of Legislators per Board Resolutions and Local Law # 3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

I am respectfully requesting that this sample contract for Day Care Centers be approved for all thirty five (35) Agreements under one resolution, however if there are concerns with any individual Day Care Center, that Day Care Center maybe omitted and processed separately.

The following is a list of the thirty five (35) Day Care Centers:

- Caboodles Early Childhood Center, LLC, 6989 Laura Street, Lyons Falls, NY
- Carriage House Day Care Center, Inc., 320 Colon Street, Meriden, CT
- Cazenovia Children's House, Inc., 2757 Route 20 E. Cazenovia, NY
- Celebrations Children's Center of Canastota Inc., 206 Wilson Ave, Canastota, NY
- Center for Family Life & Recovery Inc., 253 Silverstone Road, Remsen, NY
- Chenango Nursery School Inc., 59 W. Kendrick Ave., Hamilton, NY
- Children's Center of North Utica, 50 Riverside Drive, Utica, NY
- Children's Center at Morrisville State College, Inc., Bailey Hall, Morrisville, NY
- Children's Center at Rome, 730 North Jay Street, Rome, NY
- Clinton Early Learning Center, 198 College Hill Road, Clinton, NY
- Court Street Children's Center, 415 Court Street, Utica, NY
- Eastern Star Day Care Center Inc., 8280 St. RT 69, Oriskany, NY
- First Nursery School of Utica, 1605 Genesee Street, Utica, NY
- Half Pint Academy, 7829 State Route 5, Kirkland, NY
- Hand in Hand Early Childhood Center Inc., 5780 Brookside Circle, Lowville, NY
- HCCC Child Care Center, 100 Reservoir Road, Herkimer, NY

4/1/11

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Various Day Care Agencies
(See Attached Summary for listing of all thirty five (35) Day
Care Agencies)

Title of Activity or Services: Day Care Services for Children

Proposed Dates of Operations: October 1, 2011 through September 30, 2012

Client Population/Number to be Served: Children in need of Day Care Services up to age 12.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Provide Day Care Services to eligible families.

2). Program/Service Objectives and Outcomes -

To provide safe quality Day Care Services to eligible low income employed families or public assistance recipients involved in approved educational, vocational job search or work experience activities.

3). Program Design and Staffing Level - N/A

Total Funding Requested:

Rates are determined by New York State Office of Children and Family Services current rates attached.

Oneida County Dept. Funding Recommendation: Account #:A6055.495

Mandated or Non-Mandated: Mandated Service

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

Federal	84 % =	\$ 2,245,629.60
State	12 % =	\$ 320,804.23
County	4 % =	\$ 106,934.74

Cost Per Client Served: Attached Summary lists all thirty three (35) Day Care Centers being approved. The Department paid a total of \$ 2,673,368.57 for all (35) Day Care Centers in 2010.

Past performance Served:

O.C. Department Staff Comments: The Department is satisfied with the performance of all Day Care Centers and the Department contracts with a number of Centers to ensure the availability of services when needed.

INSTITUTIONS

Contract Number	NAME	ADDRESS	Licensed to provide service	Locations	Initial Contract	AMOUNT PAID IN 2010
38701	Caboodles Early Childhood Center, LLC	6987 Laura Street Lyon Falls, New York 13368	8 Infants, 10 Toddlers, 36 Preschoolers.	6989 Laura Street, Lyons Falls, New York	2008	4,232.88
42401	Carriage House Day Care Center, Inc.	320 Colony Street Meriden, CT 06451	28 Children under 3 years old, total of 86 Preschool and School Aged	320 Colony Street, Meriden, CT	2010	6,987.00
41801	Cazenovia Children's House, Inc	2757 Route 20 East Cazenovia, New York 13035	10 Infants, 14 Toddlers and 30 Preschoolers and 30 School-Aged	2757 Route 20 East, Cazenovia, New York	2010	8,108.00
30801	Celebrations Children's Center of Canastota Inc.	206 Wilson Avenue Canastota, New York 13032	8 Infants, 12 Toddlers, and 18 Preschoolers 100 School Aged Children	206 Wilson Avenue, Canastota, New York 120 Roberts Street, Canastota, New York	2004	8,227.63
41201	Chenango Nursery School, Inc.	59 W. Kendrick Avenue Hamilton, New York 13346	8 Infants, 12 Toddlers, 28 Preschoolers, and 21 School-Aged	59 W. Kendrick Avenue, Hamilton, New York	2009	2,584.25
39801	Children's Center of North Utica	50 Riverside Drive Utica, New York 13502	39 Preschooler and 40 School Aged	121 Herkimer Road, Utica, New York 13502	1998	56,318.64
27401	Children's Center at Morrisville State College, Inc.	PO Box 901, Bailey Hall Morrisville, New York 13408	84 Children 6 weeks to 12 years	Morrisville State College, Morrisville, New York	2002	7,146.75
10501	Children's Corner at Rome	730 North Jay Street Rome, New York 13440	8 Infants, 10 Toddlers, 26 Preschoolers, and 10 School-Aged	730 North Jay Street, Rome, New York	1989	190,776.05
26601	Clinton Early Learning Center	198 College Hill Road Clinton, New York 13323	40 Children 18 months to 5 years	198 College Hill Road, Clinton, New York	2001	5,205.00
31401	Court Street Children's Center	415 Court Street Utica, New York 13502	5 Toddlers, 31 Preschoolers, and 16 School-Aged 5 Toddlers, 39 Preschoolers, and 27 School-Aged	415 Court Street, Utica, New York 13502 2631 Genesee Street, Utica, New York 13501	2004	206,492.80
16001	Eastern Star Day Care Center Inc.	8280 St. Rt. 69 Oriskany, New York 13424	8 Infants, 10 Toddlers and 30 Preschoolers 8 Infants, 10 Toddlers and 30 Preschoolers	Building I, 8280 St. Rt. 69, Oriskany, New York Building II, 8280 St. Rt. 69, Oriskany, New York	1989	65,950.38
34901	Center for Family Life and Recovery, Inc.	c/o Barbara H. Freeman 253 Silverstone Road Remsen, New York 13403	30 School Aged Children 30 School Aged Children	State Rt 365, Stittville, NY 7940 Elm Street, Holland Patent, NY	2007	-
37101	First Nursery School of Utica	1605 Genesee Street Utica, New York 13501	30 Preschoolers	1605 Genesee Street	2007	-
22801	Half Pint Academy	7829 State Route 5 Kirkland, New York 13323	30 Preschoolers	7829 State Route 5, Kirkland, New York 13323	1992	1,335.00
41101	Hand in Hand Early Childhood Center, Inc.	5780 Brookside Circle Lowville, New York 13367	16 Infants, 10 Toddlers, 28 Preschoolers, and 20 School Aged	12970 State Route 12, Boonville, New York	2009	35,205.77
41901	HCCC Child Care Center	100 Reservoir Road Herkimer, New York 13550	10 Toddlers and 21 Pewschoolers	100 Reservoir Road, Herkimer, New York	2010	521.42

INSTITUTIONS

Contract Number	NAME	ADDRESS	Licensed to provide service	Locations	Initial Contract	AMOUNT PAID IN 2010
43301	Jewish Community Federation of Mohawk Valley	2310 Oneida Street Utica, New York 13501	12 Toddlers and 67 Preschoolers	2310 Oneida Street, Utica, New York	2010	5,281.00
18001	Junior Junction	2215 Genesee Street Utica, New York 13501	16 Infants, 10 Toddlers, and 35 Preschoolers 16 Infants, 30 Toddlers, 30 Preschoolers, and 15 School Aged	St. Lukes, 1714 Burrstone Road, New Hartford, New York St. Elizabeth's 2215 Genesee Street, Utica, New York	1989	82,169.83
42301	Leonardsville Aqi-Business Child Development	2068 State Route 8, PO Box 197 Leonardsville, New York 13364	8 Infants, 12 toddlers and 29 Preschoolers	2068 Route 8, Leonardsville, New York	2010	2,900.50
42601	Little Learners on Campus	808 Cypress Street Rome, New York 13440	21 Preschoolers and 18 School Aged	808 Cypress Street, Rome, New York	2010	757.00
29701	Masonic Care Community Child Care Center	2150 Bleecker Street Utica, New York 13501	16 Infants, 20 Toddlers and 30 Preschoolers	2150 Bleecker Street, Utica, New York 13501	1991	35,076.73
66201	Mohawk Valley Community Action Griffiss Child Development	9882 River Road Utica, New York 13502	8 Infants, 10 Toddlers, 63 Preschoolers, and 21 School-Aged	Building 482 Griffiss Child Development	1996	80,125.41
14001	MVCC-Kiddle Kampus Day Care	1101 Sherman Drive Utica, New York 13501	36 Preschoolers	1101 Sherman Drive, Utica, New York	1990	13,893.51
16605	The Neighborhood Center	293 Genesee street Utica, Ne York 13501	16 Infants, 30 Toddlers, 42 Preschoolers, and 66 School Aged 34 Preschoolers	615 Mary Street, Utica, New York 616 Mary Street Utica, New York	1989	642,032.47
15001	Oneida Area Day Care Center	447 Sayles Street Oneida, New York 13421	24 Infants, 36 Toddlers, 56 Preschoolers and 13 School Aged	447 Sayles Steet, Oneida, New York	1989	33,673.51
17502	Rome Family YMCA	301 Bloomfield Street Rome, New York 13440	85 School Aged Children 35 School Aged Children 150 School Aged Children 30 School Aged Children 30 School Aged Children 30 School Aged Children 40 School Aged Children 25 School Aged Children 30 School Aged Children 20 School Aged Children 30 School Aged Children 14 School Aged Children 20 School Aged Children 16 School Aged Children 75 School Aged Children 30 School Aged Children 30 School Aged Children	301 W. Bloomfield Street, Rome, New York 758 W. Liberty Street, Rome, New York 620 E. Bloomfield Sleet, Rome, New York 75 Chenango Avenue, Clinton, New York 2630 Remington Road, Utica, New York 1001 Ruby Street, Rome, New York 110 W/ Linden street, Rome, New York 8194 Beilby Road, Rome, New York Myles Elementary, 80 Clinton Rd, New Hartford, NY 2601 Sulphur Springs Road, Sauquoit, New York 340 Higby Road, New Hartford, New York 33 Oxford Road, New Hartford, New York 1 Marauder Blvd, New York Mills, New York 5647 E. Main Street, Verona, New York 217 Kinsley Street, Sherrill, New York 1 Oswego Street, Camden, New York 9374 Main Street, Taberg, New York 2050 state Route 49, Blossvale, New York 8564 State Route 13, Camden, New York	1990	73,452.17

INSTITUTIONS

Contract Number	NAME	ADDRESS	Licensed to provide service	Locations	Initial Contract	AMOUNT PAID IN 2010
26601	Sacred Heart - St. Mary's Pre-K & Nursery School	201 Main Street New York Mills, New York 13417	12 Toddlers, 53 Preschoolers and 9 School Aged	201 Main Street, New York Mills, New York	2009	12,761.00
28701	St. Paul's Church - Nazareth Child Care Center	11 Parkway Drive Whitesboro, New York 13492	57 Preschoolers and 80 School-Aged Children	11 Parkway Drive, Whitesboro, New York	2010	23,949.97
41301	St. Mary's Roman Catholic Church of Clinton	5 Prospect Street Clinton, New York 13323	39 Preschoolers	5 Prospect Street, Clinton, New York	2009	697.57
63101	Stinin Child Care Center	3 Kavod Road New Hartford, New York 13413	24 Infants, 10 Toddlers, and 30 Preschoolers	3 Kavod Road, New Hartford, New York	1995	17,059.00
67101	Thea Bowman House Inc.	731 Lafayette Street Utica, New York 13502	34 Toddlers, 30 Preschoolers, and 13 School Aged	731 Lafayette Street, Utica, New York	1996	791,658.51
43501	Trinity United Methodist Church Treehouse After School program	8595 Westmoreland Road Whitesboro, New York 13492	75 School Aged	8595 Westmoreland Road, Whitesboro, NY	2010	56,294.27
23102	United Cerebral Palsy Center New Discoveries Day Care Center	1020 Mary Street Utica, New York 13501	16 Infants, 12 Toddlers, 123 Preschoolers, and 10 School Aged 63 Preschoolers 36 Preschoolers 36 Preschoolers 8 Infants, 12 Toddlers, 54 Preschoolers 36 Preschoolers	1601 Armory Drive, Utica, New York 326 Catherine Street, Utica, New York 75 Chenango Avenue, Clinton, New York 10708 N. Gage Road, Barneveld, New York 130 Brookley Road, Rome, New York 3390 Brooks Lane, Chadwicks, New York	1992	188,535.17
43601	Utica Eastside Mission After School Program	932 Rutgers Street Utica, New York 13501	20 School aged	932 Rutgers Street, Utica, New York	2010	2,719.75
20601	W.E.A.S.P. Westmoreland Elementary	Route 233 Westmoreland, New York 13490	30 School Aged	Route 233, Westmoreland, New York 13490	1999	7,218.63
Total Paid 2010						2,673,368.57

CONTRACT IDENTIFICATION

AGREEMENT	DISTRICT CODE	DATE MO. YR.	CONTRACT NUMBER	FED. PART.
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DAY CARE SERVICES

Agreement made this 1st day of October 2011, by and between the Oneida County Department of Social Services, located at 800 Park Avenue, Utica, NY hereinafter called the Department and Day Care Center, located at _____ hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Oneida, hereinafter called the Commissioner, is authorized under Section 410 of the Social Services Law (SSL) to provide Day Care Services at public expense for children residing in her territory who are eligible therefore pursuant to criteria established by the New York State Department of Social Services, and

WHEREAS, the Commissioner may provide such Day Care Services either directly or through the purchase of such care from a private non-profit corporation or association pursuant to Section 410 (3) (a) of said SSI, or if the Center is a private proprietor a waiver has been granted pursuant to Section 410.3 and

WHEREAS, the Contractor is authorized to provide Day Care Services by reason of holding a valid permit pursuant to Section 390 SSI, and

WHEREAS, Day Care Services are included in the latest Comprehensive Annual Social Services Program Plan for New York State including the Oneida County Social Services District, and

WHEREAS, the Department feels that the amount of funds to be paid to the Contractor is reasonable and necessary to assure quality of services; and

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

NOW THEREFORE, the parties in consideration of the above, do covenant and agree as follows:

1. The Contractor shall furnish to the Department Day Care
Day Care Center # XXXXX
Day Care Services October 1, 2011 – September 30, 2012

Services as follows:

Objectives

(a) To provide quality day care to children between ___ yrs and ___ years of age for a portion of the day and less than 24 hours, outside their home in accordance with State and Federal standards for day care.

Location of Services

(b) The Contractor will provide the agreed services at its place(s) of business, SEE ATTACHED APPENDIX There are no other locations where the Contractor will provide services.

Unit of Service

(c) A unit of service is defined for the purpose of this agreement, as the care of a child for one week, five full days of at least six hours per day.

(d) A child in care at this Center must be at least ___ YRS and no more than ___ YEARS of age since this is the basis for issuance of their permit.

2. The Department will pay the Contractor Per Market Rates for each unit of service (ref., item 1. (c) provided pursuant to this agreement. This rate per service unit has been determined by the Department to be an amount reasonable and necessary to assure the quality of the day care services purchased per DSS 1993, Annual Day Care Budget form. Part-time rate will be individually negotiated.

3. This Agreement may be terminated by either party upon 30 days notice to the other party.

4. Performance under this agreement shall commence on October 1, 2011 and shall terminate on September 30, 2012 and maybe renewed agreeable to each party, and completed prior to the end of the term of this agreement. It is agreed by the Contractor that performance without this agreement will not be paid for by the Department.

5. The parties hereto agree to abide by all the items and requirements set forth in Contract Attachment A, hereto annexed and made part hereof, or as the same may be amended by amendments hereto.

Department will not be responsible for any fee and all clients supplemented by Social Services funds will not be required to pay a registration fee.

Now Therefore, the Department will allow for payment of 4 absentee days per month.

In Witness Thereof, the parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: _____

Agency: _____

Authorized Signature: _____

Print Authorized Name: _____

Title: _____

CONTRACT ATTACHMENT A

The parties to the Purchase of Services Agreement made on the 1ST day of October 2011, By and Between the Oneida County Department of Social Services, located at County Office Building, 800 Park Avenue, Utica, New York, hereinafter called the Department and _____, located at _____ hereinafter called the Contractor do hereby agree that this Attachment A is part and parcel of aforesaid agreement and do further covenant and agree as follows:

1. If and so long as funds are available therefore, the Contractor shall furnish services to persons determined by the Department to be eligible therefore, in accordance with standards prescribed by the Department and by the State Department of Social Services.

2. If and so long as funds are available therefore, the Department shall purchase from the Contractor, any or all of the services set forth in this agreement which the Contractor may furnish to persons eligible therefor.

3. The Department shall be responsible for establishing the standards, policies and procedures for determining the eligibility of persons for the above services to be purchased by the Department and to be furnished by the Contractor to those persons determined to be eligible therefore in accordance with the Social Services Law of the State of New York and the Regulations of the New York State Department of Social Services, and the Department will retain continuing, basic responsibility for determining the eligibility of persons for such services.

4. The Department shall perform the functions of determining eligibility and developing the individual plans of services in accordance with applicable Federal and State requirements, pursuant to the procedures and criteria established by the Department.

5. The Department shall furnish such services in accordance with applicable requirements of law and shall cooperate with the Department, as may be required so that the Department and the New York State Department of Social Services will be able to fulfill their function and responsibilities as the Single State Agency under Title XX and the other applicable provisions of the Social Security Act and the Social Services Law and be able to meet all the applicable requirements, both State and Federal pertaining thereto.

6. The Contractor will establish a system through which recipients may present grievances about the operation of the

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service program. The Contractor will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

7. The Department shall notify applicants for or recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for service with reasonable promptness. Whenever an applicant or recipient requests a fair hearing, the New York State Department of Social Services will provide such a hearing through its regular fair hearing procedures.

8. (a) The Department working through the State Department of Social Services shall be responsible for establishing fair hearing procedures; holding fair hearings and issuing appropriate decisions thereon; and taking such steps as may be necessary to enforce its determinations and decisions. The Department shall provide the Contractor with copies of its decision.

(b). The Contractor, upon the request of the Department shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

9. Designated representatives of the Department and of the State Department of Social Services shall have access to persons who are eligible for or who may be eligible for the services herein, and to the records of such persons for the purpose of the proper discharge of its responsibilities under this agreement.

10. The Contractor agrees to maintain books, records documents, and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this agreement.

These records shall be subject at all reasonable times for inspection, review or audit by State personnel and other personnel duly authorized by the Department, as well as by Federal personnel when Federal funds are being utilized in making payments to the Contractor.

The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at times prescribed by and on forms furnished by the Department.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work

authorized by the Department shall have full access to and the right to examine any of said materials during said period.

13. The Department shall develop, in cooperation with the Contractor, a system of reports to be made periodically as are or may be necessary to comply with applicable Federal and State requirements.

14. The Department and the Contractor shall through cooperative efforts develop forms, procedures and financial controls for carrying out their respective responsibilities under this agreement.

15. The Contractor shall not assign this agreement without prior written approval of the Department (which shall be attached to the original agreement) and subject to such conditions and provisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Department in addition to the total agreed upon prices.

16. The Department and the Contractor shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information, and each agree not to allow examination of records or disclose information, except that examination of records by the Department as may be necessary to assure that the purpose of the agreement will be effectuated, and also to otherwise comply with the Department's requirements and obligations under law will be allowed. In addition, the Department and the Contractor shall be bound by the provisions of 45 CFR 205.50, and all amendments thereof, and any other relevant provision of the state service operation work plans and Federal regulations.

17. The Contractor agrees to comply with the requirements of the Civil Rights Act of 1964.

18. The parties agrees to renegotiate this agreement in the event that the Department of Health, Education and Welfare or the New York State Department of Social Services issue new or revised requirements on the Department as a condition for receiving continued Federal or State reimbursement.

19. This agreement may be amended whenever determined necessary by the Department and Contractor. All amendments must be in writing, duly signed by both parties and be annexed to the contract.

20. This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise,

regarding the subject matter of this agreement, shall be deemed to exist or to bind any of the parties hereto.

21. The Contractor will retain all fees collected from eligible individuals required to pay such fees and will reduce its claim for Federal, State or County reimbursements by the amount of such fees determined by the Department to be due from such recipients. The collection of such fees is solely the responsibility of the Contractor.

22. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not, on the grounds of age, race, color, or national origin:

a. deny an individual any services or other benefits provided under the program;

b. provide any service(s) or other benefits to an individual which are different, or are provided in a different manner, from those provided to others under the program;

c. subject an individual to segregation or separate treatment in any matter related to his receipt of any service(s) or other benefits provided under the program;

d. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service(s) or other benefits provided under the program;

e. treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, service(s), or other benefits provided under the program;

f. deny any individual an opportunity to participate in the program through the provision of services or otherwise, or will afford him an opportunity to do so which is different from that afforded others under the program.

23. During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, sex, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but

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not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retaining, including apprenticeship and on-the-job training.

b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of age, race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Division for Human Rights of such failure or refusal.

c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, sex, color or national origin.

e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such section of the Executive Law, and will permit access to his books, records and accounts by the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain

compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the Department upon the basis of a finding made by the State Commissioner of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for further contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division for Human Rights have failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the State Division for Human Rights, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights of his designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

g. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the Department may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

24. The Contractor agrees to be bound by the provisions of Section 103-a and 103-b of the General Municipal Law of the State of New York which provides in part: that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the Department of Law, head of a city department, or other city agency which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or officials of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

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a. The Contractor, its director, and officers, and any firm partnership or corporation of which they are a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five(5) years after such refusal and,

b. This agreement and any and all other contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred and fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or officer may be canceled or terminated by the Department or municipal corporation or fire district without incurring any penalty of damages on account of such cancellation or termination, and any monies owed by the Department or municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

c. The undersigned, as an officer of the Contractor expressly warrants and represents that neither he nor any member, director or officer of the Contractor, prior to the date of execution of this contract, has been called before the grand jury, head of a state department, temporary state commission or other state agency which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the State of New York any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or any political subdivision thereof, or of a public authority or of any fire district, and refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

25. It is hereby agreed that the Contractor will secure compensation insurance to cover employees engaged under this contract in compliance with the provisions of the Workmen's Compensation Law, and keep such employees insured during the life of this contract, and in default thereof, this contract shall be void and of no effect.

26. The relationship of the Contractor to the Department shall be that of independent contractor. The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself in accordance with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Department by reason thereof and that he will not by reason thereof, make any claim, demand or

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application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to workmen's compensation coverage, or retirement membership or credits.

27. By submission of any bid in connection with this agreement, each bidder and each person signing on behalf of any bidder certified, and in the case of a joint bid each party thereto certified as to its own organization under penalty of perjury, that to the best of his knowledge and belief:

(1). The prices in this bid have been arrived at independently without collusion, consultation, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2). Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder 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.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the immediate preceding paragraph.

In Witness Thereof, the parties hereunto have signed this attachment and their Agreement for Purchase of Services to which this addenda is annexed and have affixed their signatures on the day and year appearing opposite thereto.

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: _____

Agency: _____

Authorized Signature: _____

Print Authorized Name: _____

Title: _____

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

Day Care Center
Day Care Services

XXXXX

October 1, 2011 – September 30, 2012

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

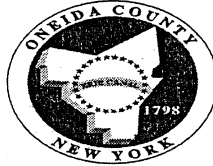
SIGNATURE

DATE

Day Care Center
Day Care Services

XXXXX
October 1, 2011 – September 30, 2012

Anthony J. Picente Jr.
County Executive



Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

April 25, 2011

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

FN 20 11 - 171

HUMAN RESOURCES

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 MAY -9 AM 10:40

Dear Mr. Picente:

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

The New York State's Office of Temporary and Disability Assistance has encouraged local districts to design programs which assist applicants or recipients of public assistance in obtaining employment, therefore alleviating or reducing their need for Temporary Assistance.

This renewal Agreement is with the Oneida County Workforce Development which operates Oneida County's Pride in Work Program for all TANF employable applicant/recipients. The program is a full time four week training component combining life skills, work experience, job search and the assistance of job developers. It is designed to reduce the number of new TANF cases in Oneida County.

The term of the Agreement is July 1, 2011 through June 30, 2012. The total cost for this Purchase of Services Agreement is \$ 311,000 and there is no local cost to support this contract.

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

Thank you for your consideration.

Sincerely,

Lucille A. Soldato
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 5/4/11

LAS/tms
attachment

4/20/11
67301

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Oneida County Department Workforce Development
209 Elizabeth Street
Utica, New York 13501

Title of Activity or Services: JOB Readiness/ JOB Placement & Pride in Work Program

Proposed Dates of Operations: July 1, 2011 through June 30, 2012

Client Population/Number to be Served: Safety Net Applicants and Temporary Assistance Recipients TANF/Safety Net. Numbers are unlimited.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services: This is a full time four week program operated at the Access Center in Utica & the Adult Learning Center in Rome. A class begins every week in Utica & on a bi-weekly basis in Rome. The first two weeks are classroom training involving life skills, personal hygiene, decision making, work ethics, employment expectations, resume' writing, interviewing techniques and budgeting. The second two weeks involves an active job search combined with an assignment to a work experience.

The Contractor agrees to perform the "Pride in Work" program as follows:

- Administer TABE test or equivalent instrument to measure educational level,
- Teach Job finding skills to include resume preparation, application and interviewing skills,
- Computer and internet based application skills and communication,
- Oral communication and phone skills,
- Attendance, dress and workplace etiquette, including conflict resolution,
- Motivation, self confidence, perseverance,
- Assist with job placement through a variety of methods including directing clients to appropriate job openings, and the use of employer incentive programs such as those operated by Social Services and the Workforce Investment Board/ Wage Subsidy Program,

2). Program/Service Objectives and Outcomes This is a full time four week program designed to help Temporary Assistance Applicants/Safety Net find employment which would negate their need for temporary assistance benefits. Public Assistance Recipients that are considered employable will also be placed into the program to reduce their need for public assistance by obtaining employment.

3). Program Design and Staffing Level - This Contract is with the Office of Employment & Training and they have a subcontract with Madison/Oneida BOCES.

Staffing: Employment & Training

- 1 Full-time Project Coordinator
- 1 Full-time Job Developer
- 1 Full-time Job Placement Assistant

Madison/Oneida BOCES

- 1 Full-time Work Skills Teacher I
- 1 Full-time Work Skills Teacher II
- 1 Full-time Work Skills Teacher III
- 1 Full-time Program Supervisor

Total Funding Requested: \$ 311,000

Oneida County Dept. Funding Recommendation: Account # A6014.49543

Mandated or Non-mandated: Non-mandated, however all safety net applicants and family assistance applicants are required to look for work prior to their case opening.

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

Federal	33 % =	\$ 102,630
State	67 % =	\$ 208,370
County	0 % =	\$ 0

Cost Per Client Served:

Past performance Served: The maximum cost of the Contract for the period July 1, 2010 through June 30, 2011 was \$311,000. The Pride in Work Program had a total of 1,222 referrals in both Utica and Rome from January 2010 through December 2010.

O.C. Department Staff Comments: The Department originally contracted for this service with both Madison/Oneida BOCES and the Office of Employment and Training. The two agencies have combined their programs since 1997. The program has proved to be one of the most successful employment readiness programs operated by the Department.

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and Oneida County Workforce Development, 209 Elizabeth Street, Utica New York 13501 (hereinafter called Contractor).

WITNESSETH

This Agreement is to begin on the 1st day of July, 2011, and will end on the 30th day of June, 2012 and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement.

WHEREAS, the Department desires to reduce the number of recipients of Temporary Assistance and Food Stamps through placement in meaningful employment,

WHEREAS, the Contractor has the experience and staff to train Temporary Assistance and Food Stamp recipients or applicants to obtain basic job skills and to assist in the job placement of those recipients or applicants who have successfully completed the program,

NOW, THEREFORE, the Contractor agrees to perform the "Pride in Work" program as follows:

- Administer TABE test or equivalent instrument to measure educational level.
- Teach Job finding skills to include resume preparation, application and interviewing skills, updating registration with One Stop
- Computer and internet based application skills and communication
- Oral communication and phone skills
- Attendance, dress and workplace etiquette, including conflict resolution
- Motivation, self confidence, perseverance
- Assist with job placement through a variety of methods including directing clients to appropriate job openings, and the use of employer incentive programs such as those operated by Social Services and the Workforce Investment Board/ Wage Subsidy Program

Page 2 of 11

The Department agrees to determine eligibility and select participants for the program.

The Contractor agrees to notify the Department of program attendees, no-shows and terminations and of employments on a current basis as they occur. The Contractor will submit attendance sheets with any progress comments and verified excuses for time missed to the Department. Employments will be reported to the department and verified after the start date with the following information: Name and address of employer, start date, rate of pay, hours/days and shift, pay period, and expected date of the first pay.

The Contractor agrees to compile Program Evaluation data / material at the mid-point of the contract, and at the conclusion of the program.

The liaison for this program shall be;

- (1) from the Oneida County Department of Social Services:
Philip Martini Employment Supervisor
- (2) from the Madison - Oneida BOCES:
Continuing Education
- (3) from the Oneida County Office of Workforce
Development: David Mathis

The Department agrees to pay the cost, up to a maximum of \$311,000 as per attached budget.

The Contractor will bill as stated above, on a County voucher with the supporting documentation attached including participants names, case numbers, and training status. The Contractor agrees to provide other data as required by the Department.

The Contractor agrees to reconcile all expenditures, as stated on the billing vouchers, including specific personal costs.

No extension of this contract may be made beyond the expiration date unless both parties agree to extend such contract by written agreement. Any option to extend the contract or to contract for a new period of time, is at the option of the Department.

The Department and the Contractor will meet monthly to review the contract, and at other times as requested by either party.

The Contractor agrees to maintain financial records and necessary supporting documents as required by the Department. Such financial and statistical records shall be subject at all reasonable times

Page 3 of 11

to inspection, review, or audit by authorized County, State, and / or Federal personal.

The Contractor agrees to provide an Annual Certification as attached pertaining to this Contract as part of the Contractor's Annual Independent audit.

All information contained in the Contractor's files shall be held confidential by the Contractor and the Department, pursuant to the applicable provisions of the Social Services Law and any State Department regulations promulgated thereunder, as well as any applicable Federal Laws and any regulations promulgated, thereunder, and shall not be disclosed except as authorized by law.

The Contractor agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended; the Age Discrimination Employment Act of 1967 as amended; the Federal Rehabilitation Act of 1973 as amended; and Executive Order No. 11246, entitled; "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Contractor also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

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

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

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

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

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

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

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

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

The Contractor shall:

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

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

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

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

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

term of this Agreement.

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

The Department shall be held harmless for any liability whatsoever for whatever reason associated with the training or placement of any of its Temporary Assistance and Food Stamp clients enrolled in the Pride in Work Program, delivered by the Contractor.

This Agreement cannot be assigned by the Contractor without obtaining written approval of the Department.

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

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

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

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

The activities provided by this Contract are not otherwise available on a non-reimbursable basis.

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

Date: _____

Oneida County Executive: _____

Anthony J. Picente Jr., Oneida County Executive

Approved as to Form _____

Oneida County Attorney

Date: _____

Oneida County Department of Social Services: _____

Lucille A. Soldato, Commissioner

Date: 4/20/11

Agency: Oneida County Workforce Development

Authorized Signature: David Mathis

Print Authorized Name: DAVID Mathis

Title: Director

JULY 1, 2011 - JUNE 30, 2012
PRIDE IN WORK

Salaries:

Mary Beth Ricci	100%	\$ 39,364.00
Nancy Gaston	100%	\$ 29,978.00
Juan Lehner	100%	\$ 28,964.00
Mary Rieth	25%	\$ 9,000.00
Total Salaries:		\$ 107,306.00

Fringe Benefits

Mary Beth Ricci	100%	\$ 8,690.00
Nancy Gaston	100%	\$ 9,179.00
Juan Lehner	100%	\$ 7,706.00

Total Benefits \$ 25,575.00

Total Salaries & Benefits \$ 132,881.00

Other Expenses:

Rent/Lease	\$ 6,000.00
Tele./Conf.	\$ 1,000.00
Supplies	\$ 350.00
Bus Passes	\$ 1,042.00
Mileage	\$ 600.00
Parking (Rome)	\$ 360.00
One-Stop Desk (Rome)	\$ 4,073.00
Administration/Overhead	\$ 1,500.00
Contract Expense (Madison-Oneida BOCES)	\$ 163,194.00

Total Other Expenses \$ 178,119.00

Grand Total \$ 311,000.00

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

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

1. LOBBYING

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

FN 20 11-172

April 20, 2011

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

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
MAY -9 AM 11:10

Dear Mr. Picente:

Under Section 4410 of the New York State Education Law in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York municipalities are to provide payment for tuition, SEIT and evaluations rendered to eligible preschool aged children with disabilities.

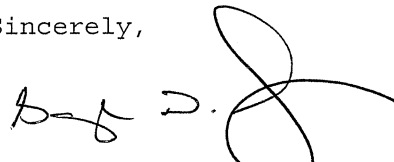
Enclosed please find (3) three copies of an Agreement between Madison Oneida BOCES and the Oneida County Health Department, Education and Transportation of Handicapped Children Program for the reimbursement of tuition, SEIT and evaluations for the period July 1, 2011 through June 30, 2014.

We anticipate reimbursement will exceed \$50,000.00 for the July 1, 2011 through June 30, 2014 school years.

I respectfully request the approval of this contract between Madison Oneida BOCES and Oneida County Health Department.

Please contact me if you have any questions or require additional information.

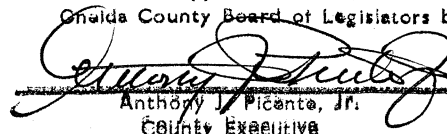
Sincerely,



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

Enclosures

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



Anthony J. Picente, Jr.
County Executive

Date 5/4/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Education and Transportation of Handicapped Children Program
Account Number: A 2960.1952 Evaluations
A 2960.4957 Tuition and Special Education Itinerant Teacher (SEIT)

NAME AND ADDRESS OF VENDOR: Madison Oneida BOCES
PO Box 168, Verona, New York 13478

VENDOR CONTACT PERSON: Colleen Wuest 315-361-5902

DESCRIPTION OF CONTRACT: The Oneida County Health Department contracts with program providers and individual therapists who are qualified to provide services according to Section 4410 of Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Title 34, Part 300 of the Code of Federal Regulations. Transportation services are provided in accordance with Section 119-0 of the General Municipal Law and Section 236 of the Family Court Act.

CLIENT POPULATION SERVED: 80 Evaluations
15 Tuition and SEIT

2010 CONTRACT YEAR TOTAL: \$ 29,648.36 Evaluations
\$ 120,352.64 Tuition and SEIT

THIS CONTRACT YEAR: Rate for Evaluations and Tuition is set by New York State Education Department. Transportation rates are awarded by Purchasing Department by bids.

THIS IS CONTRACT PERIOD: July 1, 2011 to June 30, 2014

 NEW X RENEWAL AMENDMENT

FUNDING SOURCE: Contract Amount: Over \$50,000.00
Less Revenues: _____

State Funds _____ 59.5% of Total Dollars _____

County Dollars - Previous Contract \$ _____ % of Total Dollars _____

County Dollars - This Contract \$ _____ % of Total Dollars _____

Approved as to Form by County Attorney: _____
Brian Miga, Esq.

SIGNATURE: Barbara Pellegrino, Supervisor in Charge, Special Children Services

DATE: February 14, 2011

**ONEIDA COUNTY
TUITION/SEIT/EVALUATION CONTRACT**

This Contract, by and between the municipality of **ONEIDA COUNTY**, a municipality of the State of New York, hereinafter referred to as the "**COUNTY**," or the **MUNICIPALITY** with its principal office located at 185 Genesee Street, Utica, New York, 13501, acting by and through the Oneida County Department of Health, Education and Transportation of Handicapped Children Program, having its offices at 185 Genesee Street, Utica, New York, 13501, and **Madison Oneida BOCES**, hereinafter referred to as "**PROVIDER**," having its main office at 4937 Spring Road, PO Box 168, Verona, New York 13478 for the provision of services to preschool children with disabilities pursuant to Section 4410 of the New York State Education Law

WITNESSETH

WHEREAS, the **PROVIDER** has been approved by the **COMMISSIONER** to provide special education services in accordance with Section 4410 of the New York State Education Law and Part 200 of the Regulations of the **COMMISSIONER**; and

WHEREAS, the **MUNICIPALITY** shall provide either directly or by contract for suitable transportation to and from the **PROVIDER'S** program, in accordance with Section 4410 of the New York State Education Law and the Part 200 of Regulations of the **COMMISSIONER**; and

WHEREAS, section 4410 of the New York State Education Law requires a contract, in a form approved by the **COMMISSIONER**, between the **MUNICIPALITY** and the **PROVIDER** of the approved program selected by the **BOARD**;

WHEREAS, the **PROVIDER** warrants that it can meet the needs of children with disabilities placed in its approved program under Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner, and shall comply with all applicable federal, state and local laws; and

NOW, THEREFORE, the parties hereto intend to be legally bound and hereby agree as follows:

1. TERM:

- A. This Contract shall become effective July 1, 2011 or when duly executed and terminate on June 30, 2014; provided however, that this agreement shall be deemed to have terminated at any time as the **COMMISSIONER** withdraws approval for the **PROVIDER** to provide services or programs for children with disabilities.
- B. This contract may be renewed upon notification by the **COUNTY**, and acceptance by the **PROVIDER** as least thirty (30) days prior to the expiration of the existing term. However, should the **PROVIDER** be requesting termination of this contract based on the **PROVIDER'S** intent to cease operation, all specific close down procedures shall be followed by the **PROVIDER** in accordance with Part 200 of the Regulations of the **COMMISSIONER**.

- C. Written notice of any such termination shall be provided to the COUNTY and the BOARD(S) by the PROVIDER not less than ninety (90) days prior to the intended effective date of such action.

In the event of such termination, the parties shall adjust the accounts due and the PROVIDER shall undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to close down activities hereunder.

2. DEFINITIONS:

- A. In this Agreement the following terms are defined as follows:

- (1) MUNICIPALITY shall mean the county outside the City of New York or the City of New York in the case of a county contained within the city of New York; and
- (2) BOARD shall mean:
 - (a) a board of education as defined in section two of the New York State Education Law; or
 - (b) trustees of a common school district as defined in section 1601 of the New York State Education Law; and
- (3) COMMISSIONER shall mean the Commissioner of Education of the State of New York; and
- (4) COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (CPSE) is a multidisciplinary team established by a child's school district in accordance with provision of Section 4410 of the New York State Education Law; and
- (5) INDIVIDUALIZED EDUCATION PROGRAM (IEP) is the school district's CPSE'S plan of mandated services pursuant to Section 4410 of the Education Law; and defined in Section 200.1 (y) of the Regulations of the Commissioner of Education.

3. SCOPE OF SERVICE:

- A. In order to make available those services to children with disabilities placed under Section 4410 of the New York State Education Law as determined by the BOARD, the parties hereto mutually agree as follows:

- (1) The PROVIDER shall provide appropriate services for children with disabilities placed by the BOARD to attend the PROVIDER'S program. The school year is hereby defined as a July/August session from July 1 through August 31 and/or September/June session from September 1 through June 30. The PROVIDER shall provide such services for that part of the school year for which children are placed by the BOARD.
- (2) All financial arrangements for services under this Contract shall be between the COUNTY and PROVIDER in accordance with the Provisions of Section 4 of this Contract. The PROVIDER shall be responsible for the delivery of appropriate services, including the training and/or retraining of direct service staff employed by the PROVIDER. For purposes hereof, "Direct Service Staff" shall be defined as, but not limited to, individuals providing special education and/or related services who are licensed or certified as required by law, to provide such services as mandated on the student's approved IEP. Direct Service Staff may also include individuals,

volunteers or employees who function within the classroom of approved SED programs and are not required by law to be certified or licensed. Direct Service Staff may be employees or independent contractors within the PROVIDER program.

4. APPROVED PROVIDER SITES:

- A. The parties agree to be bound by Appendix A which is attached hereto and made a part hereof. In the event that the COMMISSIONER withdraws approval for the operation of any program or service at any site as listed in Appendix A, such action shall constitute an immediate amendment to this Contract removing inclusion of such program or service from Appendix A. In the event that the PROVIDER intends to cease operation of any or all programs or services at any site listed in Appendix A, the PROVIDER shall give written notice of such intention to the COUNTY and the BOARD (S) not less than ninety (90) days prior to the intended effective date of such action. Such cessation shall constitute an immediate amendment to this contract thus removing such program from Appendix A.

5. REIMBURSEMENT:

- A. The COUNTY, in accordance with the provisions of this Contract, shall reimburse the PROVIDER for expenditures made for contracted services as follows:
- (1) Such payments shall be at the rates approved for tuition and, if applicable, evaluations and maintenance for residential placements. The rate for maintenance shall be the amount established for such purpose by the Commissioner of Social Services of the State of New York and certified by the Director of the Budget of the State of New York. The rate for tuition and evaluations shall be the amount established for such purpose by the COMMISSIONER and certified by the Director of the Budget of the State of New York. The COUNTY shall pay the PROVIDER only those rates which are set by the COMMISSIONER and transmitted in writing, or by publication on the Department's electronic web site, by the COMMISSIONER and only for such period as the PROVIDER has COMMISSIONER'S approval.
 - (2) Where the enrollment for a child is for periods of less than the full July/August session or September/June session, the payment shall be prorated by the COMMISSIONER pursuant to the Part 200 Regulations of the COMMISSIONER.
 - (3) The PROVIDER shall submit a voucher to the COUNTY for services rendered not later than fifteen (15) days after the end of the July/August session and not later than (15) days following each segment of the September/June session, where such segment shall be monthly.
 - (4) In the event of notification by the COMMISSIONER of an official rate change, the PROVIDER shall submit a voucher to the COUNTY for any additional payment due to a rate increase or shall notify the COUNTY of any refund owed due to a rate decrease. Such voucher or notice shall be submitted not more than thirty (30) days after such official notification.
 - (5) The PROVIDER and COUNTY shall adhere to the approved reconciliation methodology for school years covered under the terms of this contract as defined in Part 200 of the Commissioner's Regulation.

- B. The COUNTY shall reimburse the PROVIDER for services rendered under the terms of this Contract in the first instance and at least quarterly upon receipt of vouchers from the PROVIDER. No payment shall be required to be made by the COUNTY for tuition prior to receipt of Notification of Determination of Placement (STAC-1, if the Board uses the STAC-1 as its notice of determination of placement), or for evaluations prior to receipt of authorization to conduct the evaluation or reevaluation (STAC-5, if the Board uses the STAC-5 as authorization to a Provider to conduct an evaluation), by the Board or CPSE as applicable. The COUNTY shall pay tuition pursuant to such Notification commencing the date of enrollment prescribed therein or actual first date of student attendance or legal absence from the program in accordance with Section 175.6 of the Commissioner's Regulations, whichever is later. In the case of evaluations or reevaluations the COUNTY shall pay for such evaluations or reevaluations upon receipt of the Authorization (STAC-5).
- C. No parent or any other person shall be required or requested to make any payment for tuition, evaluations, maintenance or transportation, in addition to the payments made by the COUNTY pursuant to this Contract.
- D. All claims for payment made to the COUNTY by the PROVIDER shall identify and allocate costs for services rendered in such a manner as shall be acceptable to the COUNTY. (See Appendix E)
- E. The PROVIDER shall prepare and make available such statistical, financial and other records pursuant to Section 4410 of the New York State Education Law, as are necessary for reporting and accountability. All documents and records shall be consistent with New York State financial requirements for audit and rate establishment procedures. The financial records and other financial documents relevant to this Contract shall be retained by the PROVIDER for nine (9) years after the school year in which services have been provided. The PROVIDER shall also be responsible for submitting to the COUNTY a copy of their program cost report for the contract term provided herein.
 - (1) These records pursuant to section 4410 of the New York State Education Law shall be subject at all reasonable times to inspection, review or audit by the BOARD, the COUNTY where the PROVIDER is located, the State of New York, acting through the Education Department or the Office of the State Comptroller, federal and other personnel duly authorized by such COUNTY. In addition, the COUNTY shall make available any and all copies of such documents to such other Municipalities as may contract with the PROVIDER.

6. MEDICAID COMPLIANCE:

- A. The PROVIDER shall furnish with the voucher or maintain in a central location(as requested below) the following information for all Medicaid eligible children enrolled in its programs pursuant to Section 4410 of the Education Law:
 - (1) Dates the child received a health related support service and/or an evaluation, (e.g. physical therapy, speech therapy, occupational therapy, skilled nursing services and/or counseling and transportation, as applicable). (To be furnished with voucher);

- (2) Documentation that each service session was verified as delivered by the signature of the service provider (To be furnished with voucher);
 - (3) Copy of the child's Individualized Education Program (IEP) (To be maintained in central location);
 - (4) Copy of the consent form (Appendix B-1) to release child specific information signed by the parent of a child with a disability receiving Medicaid eligible services who is a recipient of Supplemental Security Income (SSI) ;
 - (5) Copies of all Progress Reports for each service provided. (Such reports must be prepared monthly but not less than quarterly).
- B. The PROVIDER shall furnish the municipality each month with the number of eligible Medicaid services by service type provided to each Medicaid eligible child pursuant to Section 4410 Education Law.
- C. The PROVIDER shall obtain from the parent or person in parental relationship to the Medicaid eligible child receiving services pursuant to Section 4410 of the Education Law, the Client Identification Number (CIN), period of eligibility and any other relevant third party health insurance information for the purpose of establishing Medicaid as the "payer of last resort". Appendix B-2, attached hereto, shall be submitted to the COUNTY upon the child's entry into the program or when the child first becomes Medicaid eligible. Nothing herein shall preclude the child's enrollment and initiation of services in accordance with the Board's Notice of Determination. A copy is to remain in the PROVIDER'S file.
- D. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the PROVIDER shall certify using the certification form attached hereto as Appendix C-1, for Medicaid eligible children, that all certified teachers of the speech and hearing handicapped shall work "under the direction of" a licensed speech-language pathologist. The Provider shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a said licensed speech-language pathologist. In addition, the licensed pathologist shall certify by signature how accessibility to the pathologist is being provided to the therapists for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
- E. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the PROVIDER shall certify using the certification form attached hereto as Appendix C-2, for Medicaid eligible children, that all certified physical therapy assistants (PTA) shall work "under the direction of" a licensed and registered physical therapist (graduate of a CAPTE-approved program). The Provider shall be responsible for notifying the County of additions to or deletions of individual therapists who

are working “under the direction of “a said licensed physical therapist. In addition, the licensed physical therapist shall certify by signature how accessibility to the physical therapist is being provided to the physical therapy assistant for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.

- F. Consistent with the Medicaid definition of “direction” and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the PROVIDER shall certify using the certification form attached hereto as Appendix C-3, for Medicaid eligible children, that all certified occupational therapy assistants (COTA) shall work “under the direction of” a licensed and registered occupational therapist. The Provider shall be responsible for notifying the County of additions to or deletions of individual therapists who are working “under the direction of “a said licensed and registered occupational therapist. In addition, the licensed and registered occupational therapist shall certify by signature how accessibility to the occupational therapist is being provided to the certified occupational therapy assistant for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
- G. The PROVIDER must submit, for Medicaid eligible children, a signed Medicaid Provider Agreement and Reassignment form with the signed Contract so the COUNTY can claim Medicaid reimbursement for the services provided under 4410 of the Education Law. Attached as D-1 and D-2

7. REGULATORY COMPLIANCE:

- A. The PROVIDER will maintain the standards set forth under Section 200.20 of the Regulations of the COMMISSIONER to preserve its status as an approved school for the education of children with disabilities. It is understood and agreed by the parties that, should Provider’s approval status be terminated by the Commissioner, this Contract shall be void, in which case the PROVIDER shall be entitled to no compensation for the portion of the school year in which such approval ceases to be maintained and shall reimburse the COUNTY any amounts already received for that portion of such school year.

8. CONFIDENTIALITY:

- A. The COUNTY and PROVIDER shall observe and require the observance by all subcontractors and their employees of all applicable federal and New York State requirements relating to confidentiality of records and information.

9. SUBCONTRACTOR AND ASSIGNMENT:

- A. All agreements between PROVIDER and subcontractors shall be by written contract. All subcontracts entered into by the PROVIDER relative to the purchase of services pursuant to the Contract shall be in writing in accordance with all federal and State laws, regulations and guidelines and shall be disclosed on the application to the COMMISSIONER for program approval. No provision of any such subcontract shall incur any financial obligation by the COUNTY in addition to the established tuition, evaluation and maintenance rates. Any arrangements entered into by a PROVIDER with a subcontractor shall be governed by all applicable provisions relating to conflict of interest pursuant to the Laws of New York State. The PROVIDER shall not be relieved of any responsibility under this Contract by any subcontract.
- B. The PROVIDER shall not assign this Contract without prior written approval of the BOARD and COUNTY which approvals shall be attached to this Contract as an amendment.

10. WASTE MANAGEMENT:

- A. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Provider agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Provider and any subcontractors. Upon awarding of this contract, and before work commences, the Provider 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 Provider and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

11. INSURANCE:

- A. The PROVIDER agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types specified by the COUNTY. Unless otherwise specified by the COUNTY and agreed to by the PROVIDER, in writing, such insurance will be as follows:
 - (1) Commercial General Liability insurance including contractual coverage, in an amount no less than \$1,000,000 per incident and \$3,000,000 aggregate combined single limit for bodily injury and property damage per occurrence.

- (2) Automobile Liability insurance (if any vehicles are used in the performance of this Agreement) in an amount not less than \$1,000,000 per incident and \$3,000,000 aggregate combined single limit for bodily injury and property damage occurrence.
 - (3) Professional Liability insurance in an amount not less than, with the exception of Special Education Teachers, Teachers of the Deaf and Hearing Impaired and Teachers of the Visually Impaired, for whom such amount shall be \$1,000,000 per incident and \$3,000,000 aggregate.
 - (4) Worker's Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and Regulations and Disability Benefits insurance, if required by law. PROVIDER shall furnish to the COUNTY, prior to its execution of this Agreement, the documentation required by the New York State Workers' Compensation Board of coverage or exemption from coverage pursuant to Sections 57 and 220 of the NYS Workers' Compensation Law. In accordance with Article 5-A Section 108 of NYS General Municipal Law, this Agreement shall be void and of no effect unless the PROVIDER shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- B. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- C. The PROVIDER shall furnish to the COUNTY certificates of insurance or, on request, original policies, evidencing compliance with the aforesaid insurance requirements. In the case of commercial liability insurance, said certificates or other evidence of insurance shall name the COUNTY of ONEIDA as an additional insured. All such certificates or other evidence of insurance shall provide for the COUNTY of ONEIDA to be a certificate holder and to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change. Such certificates, policies or other evidence of insurance and notices shall be mailed to the County at the address at the head of this Agreement or at any such other address of which the COUNTY shall have given the PROVIDER notice in writing.

12. INDEMNIFICATION:

A. The PROVIDER shall indemnify and hold harmless the COUNTY, its consultants (if any), employees, agents and other persons from and against all losses, claims, costs, judgments, liens, encumbrances and expenses, including attorney's fees, by reason of liability imposed by law, for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, arising out of the acts or omissions or negligence of the PROVIDER, its agents, employees or subcontractors or of other

persons, in connection with the services described or referred to in this Agreement, even if such injuries to persons or damage to property are due, or are claimed to be due, to passive negligence of the COUNTY, its employees, agents or subcontractors or other persons, except only in cases of the COUNTY'S sole active negligence. This provision shall survive the termination of this Agreement.

13. HEALTH REQUIREMENTS:

- A. The PROVIDER shall ensure compliance with all County, State, and Federal Laws; Title 10 of the New York State Codes, Rules and Regulations; all applicable COUNTY policies, and all other regulations pertaining to health and health care requirements.
- B. The PROVIDER agrees to provide COUNTY copies of all required health requirements.

14. STATE CENTRAL REGISTRY AND CHILD ABUSE MALTREATMENT

A. In compliance with Section 424-a of the New York State Social Service Law, the PROVIDER that contracts with the COUNTY for preschool special education services, is required to screen individuals who will have "regular and substantial contact" with children, as defined by New York State Department of Social Service Administrative Directive 86 ADM-43, through the State Central Register of Child Abuse and Maltreatment, hereinafter referred to as "SCR." PROVIDER should refer to the May 2001, "Preschool 01-02 Publication of the New York State Education Department office of Vocational and Educational Services for Individuals with Disabilities (VESID).

- (1) The PROVIDER is responsible for clearing the following individuals: (1) Any person who is actively being considered for employment and who will have the potential for regular and substantial contact with children who receive preschool special education programs and services; (2) Any person who is employed by an individual, corporation, partnership, or association that provides goods or services to approved preschool special education providers who has the potential for regular and substantial contact with children who receive preschool special education programs and services.
- (2) The PROVIDER is responsible for screening individuals through the SCR regardless of whether an individual has been screened through the SCR for employment or contract with another municipality or provider agency.
- (3) The PROVIDER will not permit unsupervised contact between child and any potential employee or contractor before receiving a completed clearance and acceptable response from the SCR.

- (4) The PROVIDER will notify all individuals being screened that an inquiry will be made to the SCR and that this is a State requirement. The PROVIDER will establish procedures to ensure that the confidentiality of any SCR response is maintained. PROVIDER will comply with SCR regulations in not screening employees more than once every six months, and one time only to the extent required by Section 424-A of the Social Service Law for contractors, consultants and volunteers.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

- A. The PROVIDER agrees that, to the extent PROVIDER is either a covered entity or a business associate of the Agency, as either term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA.

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

ONEIDA COUNTY

DATE: _____

BY: _____

Anthony J. Picente, Jr.
Oneida County Executive

PROVIDER

DATE: 4/13/11

BY: Sandra Lockwood

Printed Name: Sandra Lockwood

Title: Board President

COUNTY ATTORNEY
APPROVED AS TO FORM:

Brian Miga, Esq.
Assistant County Attorney

APPENDIX A

NEW YORK STATE EDUCATION DEPARTMENT

APPROVED PROVIDER SITES

APPROVED PROGRAM(S)	LOCATION
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**PARENTAL CONSENT FOR RELEASE OF EDUCATIONAL INFORMATION FOR
MEDICAID FUNDING**

Dear Parent/Guardian of _____:

This is to ask your permission (consent) to bill Medicaid for Medicaid reimbursable services that are on your child's individualized education program (IEP). Schools in New York State routinely access Medicaid funding to help meet costs of providing special education services. Please read and confirm the following information:

I, _____ as the
Parent/guardian of _____,
(Print child's name)

Give permission for the school district/municipality to use Medicaid to pay for special education services rendered on behalf of my child for all Medicaid eligible services listed on my child's IEP dated: _____.

I understand that the use of Medicaid insurance for special education services will not decrease the available lifetime coverage, increase premiums or lead to the discontinuation of benefits, result in my family paying for other services required for my child outside of school that would otherwise be covered by the Medicaid program and that I will not incur an out-of-pocket expense such as payment of a deductible or co-pay amount.

I give my consent voluntarily and understand that I may withdraw my consent at any time. I also understand that my child's entitlement to a free appropriate public education (FAPE) is in no way dependent on my granting consent and that regardless of my decision to provide this consent; all the required services on my child's IEP will be provided to my child at no cost to me.

Parent/Guardian Signature: _____ Date: _____

**INFORMATION REQUIRED FOR MEDICAID REIMBURSEMENT
FOR
HEALTH RELATED EDUCATION SERVICES**

Please provide the following information for each Medicaid eligible child with each voucher you submit for reimbursement to the Municipality for special education services provided children with disabilities pursuant to Section 4410 of the Education Law.

Child's Name _____ Date of Birth _____

Client Identification Number (CIN) _____

Dates of Medicaid eligibility coverage from _____

to _____

Is the child covered under additional Health Insurance other than
Medicaid?

Please mark appropriate YES _____ NO _____

CERTIFICATION
OF
UNDER THE DIRECTION OF AND ACCESSIBILITY

I, _____, CCC-SLP, NYS Licensed and Registered (and updated)
Speech-Language Pathologist, with current license number _____

certify that I am providing “Under the Direction of” (attached) services to the following Certified Teachers of
the Speech and Hearing Handicapped (Therapist):

Name of Therapist

I am providing accessibility to the Teachers of the Speech and Hearing Handicapped in the following manner:

Signature of Licensed Speech/Language Pathologist

Date

APPENDIX C-2

CERTIFICATION
OF
UNDER THE DIRECTION OF AND ACCESSIBILITY

I, _____, PT, NYS Licensed and Registered (and updated)
Physical Therapist (graduate of a CAPTE – approved program), with current license number _____

certify that I am providing “Under the Direction of” (attached) services to the following Certified Physical
Therapy Assistant:

Name of Therapist

I am providing accessibility to the Certified Physical Therapy Assistant in the following manner:

Signature of Licensed Physical Therapist

Date

APPENDIX C-3

CERTIFICATION
OF
UNDER THE DIRECTION OF AND ACCESSIBILITY

I, _____, OTR, NYS Licensed and Registered, (and updated) Occupational Therapist with current license number _____

certify that I am providing "Under the Direction of" (attached) services to the following Certified Occupational Therapy Assistant (COTA):

Name of Therapist

I am providing accessibility to the Certified Occupational Therapy Assistant in the following manner:

Signature of Registered Occupational Therapist

Date

APPENDIX D-1

AGREEMENT

BETWEEN THE NEW YORK STATE DEPARTMENT OF SOCIAL SERVICES AND SERVICE PROVIDERS IN THE NEW YORK STATE MEDICAID PROGRAM

Based upon the provision of medical services under the New York State Medicaid Program, Title XIX of the Social Security Act, and the satisfactory completion of the Medicaid provider agreement form, and statement of reassignment, Madison-Oneida BOCES, hereinafter called the Provider, agrees as follows to:

- A. 1. Keep any records necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medical Assistance.
2. On request, furnish the New York State Department of Social Services, or its designee, and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A) (1), and any information regarding any Medicaid claims reassigned by the Provider to the preschool county agency.
3. Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B. Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and marital status.
- C. Abide by all applicable federal and State laws and regulations, including the social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes Rules and Regulations of the State of New York.

Authorized Signature: Colleen Wuest

Address: 4937 Spring Road, P.O. Box 1168
Verona, NY 13478

Telephone: (315) 361-5902

Date Signed: 4/15/11

APPENDIX D-2

STATEMENT OF REASSIGNMENT

Madison - Oneida BOCES

NAME OF PRESCHOOL SERVICES PROVIDER

By this agreement, the above-named Provider of services agrees:

1. To permit the county to retain any MEDICAID revenues received from medical services provided to Medicaid special education preschool students.
2. To accept as payment in full the contracted reimbursement rates for covered services.
3. To comply with all the rules and policies as described in your contract with the Preschool County Agency.
4. To agree not to bill Medicaid directly for any service billed by the county.

Note: Nothing in this agreement would prohibit a Medicaid Provider from claiming reimbursement for Medicaid eligible services rendered outside the scope of the Preschool Supportive Health Services Program.

Colleen West

AUTHORIZED SIGNATURE

4/15/11

DATE

APPENDIX E

PROCEDURES FOR PRESCHOOL TUITION, SEIT AND EVALUATION CLAIMS

A. ONEIDA COUNTY CLAIM VOUCHER

The County will provide through the Oneida County web site (*WWW.ocgov.net*) choosing Audit and Control Department drop down menu and printing a two (2) part Oneida County voucher for submission of all claims. All two (2) copies **must** be submitted. All invoices must include month and year of service, type of service (SEIT, Evaluations, Integrated, Promise, etc.) and the total claim. Invoices must contain all supporting documentation .

Invoices with missing information or incorrect data will be returned unpaid with letter of explanation regarding this action.

Vouchers may not cross calendar years of terms of service.

If a correction is made to a claim submitted by the provider, the item that is incorrect will be crossed out and initialed by the person making the correction. A copy of the claim with a letter of explanation will be sent to the service provider. The original claim, with an adjusted "amount claimed" will be forwarded to the Oneida County Audit and Control Department for payment. The provider may then re-bill the item that was corrected, if required, on a separate invoice with reference number of the initial claim and a copy of the original billing information.

No services can begin or be billed for prior to Board of Education approval date.

A copy of the STAC-5 will be returned to you indicating evaluations, which have been approved for each child. A copy of the STAC-1 will be returned to you indicating which children have been authorized for service and the type of service you can bill for. If you do not have these authorizations on file prior to billing, please follow up with the respective CPSE Chairperson to assure they were sent to the County.

Summer claims for the six-week period in July/August must be submitted on one claim following end of this session. Claims for 10-month School Year session must be billed on a **monthly** basis. Children, who begin service during, rather than at the start of a month, should be submitted with the first claim on which the child appears.

All initial Claim Vouchers for Summer Session and School Year Sessions must have a copy of the Tuition or SEIT Rate approval letter or relevant web site page as approved by New York State Education Department for period billed attached. Changes received during the year must also be submitted with corresponding claims.

Agencies who do not have a SED Rate set for period contracted will need to contact the County immediately at 798-5682 (Barbara) or 798-5239 (Chris).

A. DOCUMENTATION REQUIREMENTS:

TUITION CLAIMS

1. Student Listing

Specific Program Covering Listed Children (Integrated, Promise, etc). Alphabetical listing of children serviced and billed for during month.

Start date or discharge date for child, if it occurred during billing month.

Full day or half day session must be noted.

Tuition charge for each child.

Charge for 1:1 aide in separate column and added to total cost per child.

Agency use sample forms provided herein:

Center Based Pre-school Program Monthly Attendance and Progress Notes (front)

Agency Name, Month/Year of Service, School Year

Check Full Day/Half Day

Student Name, DOB, School District, County

Dates of school attendance using code

Dates therapy provided using code for individual/group service including number in group

Print and Signature of teacher with Credentials

Print and Signature of therapist with license and NPI#

Co-Signature of supervising therapist where appropriate

Copy of Prescription with initial invoice and thereafter if changes

Pre-school Program Monthly Attendance & Progress Notes (back)

Student Name, DOB, Month/Year service

Teacher Notes, Print and Signature of Teacher with Credentials, Date

Center Based Pre-school Program Progress Notes

Agency name, Month/Year of Service

Student Name, DOB

Therapist Name Printed with NPI#

Under Direction of Therapist Printed with NPI#

Check Service discipline, Frequency per IEP with Group and/or Individual

Session Note with Date, Time, Session length, CPT Code

Service Location, Check G or I with number in Group

Therapist Signature with title and date

Under direction of when applicable

Continuation of Center Based Notes Continuation

Student Name, DOB, Month/Year of Service

Session Note with Date, Time, Session length, CPT Code

Service Location, Check G or I with number in Group

Therapist Signature with title and date

Under direction of when applicable

EVALUATION CLAIMS

1. Student Listing

Agency can use sample form provided herein or similar form, which must include the following information:

Evaluation Provider.

Month and Year of Service

Alphabetical listing of children evaluated during billing month.

Bill all evaluations done within one month on one claim.

Specify evaluations charged to each child.

Total cost of evaluations for each child.

Total cost of all evaluations listed and billed for month.

Attach: Copy of Physician's recommendation for evaluation.

SEIT CLAIMS

1. Student Listing

Alphabetical listing of children receiving SEIT services during month.

Number of .5 hr sessions provided for month.

Total allowable charges per child.

Total SEIT charges for month billed.

2. Attendance and Progress Note Form

Agency can use sample form provided herein for each child or similar form, which must include the following information:

Date and length of time serviced during month.

Brief progress note for each date serviced and length of time

Signature of teacher

Center Based Pre-School Program Monthly Attendance & Progress Notes

Agency Name _____ Month/Year of Service: _____ School Year: _____ Full Day Half Day

Student Name: _____ School District: _____ County: _____

Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total	
ED																																	
PT																																	
OT																																	
ST																																	
Counsel																																	
Other																																	

Attendance Codes: _____

P = Present * = UDO "face-to-face" with student
 X = Individual Service Provided
 G = Group Service provided (include # in group- i.e. G2)
 CA = Child Absent
 TA = Therapist Absent
 SC = School Closed

Reason _____ Date _____ Reason _____ Date _____

Special ED Teacher: _____ Signature: _____ (Print)

I:1 Aide: _____ Signature: _____ (Print)

PT (UDO) Name: _____ Signature & Title: _____ License #: _____ NPI#: _____ (Print)

PTA Name: _____ Signature & Title: _____ License #: _____ NPI#: _____ (Print)

OT (UDO) Name: _____ Signature & Title: _____ License #: _____ NPI#: _____ (Print)

COTA Name: _____ Signature & Title: _____ License #: _____ NPI#: _____ (Print)

ST (UDO) Name: _____ Signature & Title: _____ License #: _____ NPI#: _____ (Print)

TSSH Name: _____ Signature & Title: _____ License #: _____ NPI#: _____ (Print)

Pre-School Program Monthly Attendance & Progress Notes

Student Name: _____ DOB: _____ Month/Year of Service: _____

Teacher Notes:

Teacher Name (Printed):

Signature & Title:

Date:

I certify the information I am going to submit will be true, accurate, and complete. I understand that this information may be used for billing and payment and satisfaction of the claim will be from federal and/or state funds. I understand any false claims, statements, or documents, or concealment of material facts, may be prosecuted under applicable Federal or State laws. Further, I certify all services I am reporting have been provided by or under the direction or supervision of a licensed professional of the healing arts, or other licensed health care professional, or other licensed/certified practitioner acting within their scope of practice under state law. Finally, if after this submission I discover any error in it, I will immediately report such errors for adjustment.

Agency Name: _____ **Month/Year of Service:** _____

Student Name: _____ **DOB:** _____

Therapist (Print): _____ **NPI#:** _____

UDO (Print): _____ **NPI#:** _____

OT Services **PT Services** **ST Services** **Frequency per IEP:** _____ **G** _____ **I**

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

I certify the information I am going to submit will be true, accurate, and complete. I understand that this information may be used for billing and payment and satisfaction of the claim will be from federal and/or state funds. I understand any false claims, statements, or documents, or concealment of material facts, may be prosecuted under applicable Federal or State laws. Further, I certify all services I am reporting have been provided by or under the direction or supervision of a licensed professional of the healing arts, or other licensed health care professional, or other licensed/certified practitioner acting within their scope of practice under state law. Finally, if after this submission I discover any error in it, I will immediately report such errors for adjustment.

Student Name: _____ **DOB:** _____ **Month/Year of Service:** _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

I certify the information I am going to submit will be true, accurate, and complete. I understand that this information may be used for billing and payment and satisfaction of the claim will be from federal and/or state funds. I understand any false claims, statements, or documents, or concealment of material facts, may be prosecuted under applicable Federal or State laws. Further, I certify all services I am reporting have been provided by or under the direction or supervision of a licensed professional of the healing arts, or other licensed health care professional, or other licensed/certified practitioner acting within their scope of practice under state law. Finally, if after this submission I discover any error in it, I will immediately report such errors for adjustment.

PRESCRIPTION FOR THERAPY SERVICES

Date Written: _____

Child's Name: _____ DOB: _____

School District: _____ County: _____

Diagnostic Statement/ICD-9 Code: _____

Purpose of Treatment: _____

Time Period Services Are Being Ordered For: _____
(mm/dd/yyyy – mm/dd/yyyy)

Services Ordered and Number of Times and Minutes Per Week:

Physical Therapy _____ x _____ minutes per week

Occupational Therapy _____ x _____ minutes per week

Speech Therapy _____ x _____ minutes per week

ORDERING PRACTITIONER'S INFORMATION

Name (Please Print): _____

Address: _____

Telephone Number: _____

NPI#: _____

Signature: _____

Date Signed: _____

EVALUATION CLAIMS

PROVIDER: _____ **MONTH** _____ **YEAR** _____

STUDENT: _____ **SOC** _____ **PT** _____ **OT** _____ **SL** _____ **PSYCH** _____

TOTAL

(Dates and cost of each evaluation billed)

PROVIDER:

MONTH OF SERVICE:

S.E.I.T SERVICES:

COUNTY: **ONEIDA**

STUDENT NAME

ATTENDANCE DATES

HOURS

TOTAL

STUDENT INFORMATION CARD

SEIT PROGRAM

NAME _____ MONTH _____ YEAR _____

AGENCY _____ SITE _____

Approved SEIT hours per week _____ Teacher _____
(Signature)

Circle days service was provided:

1 2 3 4 5 6 7 8 9 10 11 12 13 14 1 5 1 6 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Date	Length of Time	Notes
------	----------------	-------

AGENCY
ADDRESS:

PROGRAM: _____ MONTH OF SERVICE _____

NAME	FTE	START DATE	END DATE	1:1 AIDE	TUITION CHARGE (If effective current month)
------	-----	------------	----------	----------	--

TOTAL _____

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

FN 20 11 773

March 15, 2011

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

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 MAY -9 AM 11:20

Dear Mr. Picente:

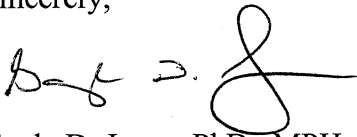
Re: C021373

Attached are four (4) copies of an amendment between Oneida County through its Health Department and The New York State Department of Health – Community Health Worker Program.

This amendment is for fiscal year April 1, 2010 through March 31, 2011 in the amount of \$15,985. The Cost of Living Adjustment must be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs.

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

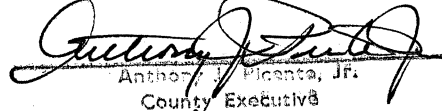
Sincerely,



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

attachments
ry

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



Anthony J. Picente, Jr.
County Executive

Date 3/25/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Community Wellness

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Corning Tower
The Gov. Nelson A. Rockefeller
Empire State Plaza
Albany, New York 12237

VENDOR CONTACT PERSON: Amy B. Hauptli, Health Program Administrator
Division of Family Health Fiscal Unit

SUMMARY STATEMENTS: The Community Health Worker Program (CHWP) is a voluntary program designed to encourage pregnant women and families with young children to use primary health care, to have healthy pregnancies and healthy babies, and for children to be up-to-date on immunizations, lead testing and well child visits. Our focus is to assist underserved and hard to reach families to get the best level of health care, self-sufficiency and optimal family functioning.

FISCAL YEAR: State fiscal year April 1, 2010 through March 31, 2011

TOTAL: \$15,985 This is a cost of living adjustment only to be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. Expenditures must occur in this contract year.

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

FUNDING SOURCE: A3419 Cost of Living Adjustment (COLA)

Less Revenues	_____
State Funds	\$15,985
County Dollars – Previous Grant	\$-0-
County Dollars – This Grant	\$-0-

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES

DATE: March 15, 2011



STATE OF NEW YORK DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237
www.health.ny.gov

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

March 9, 2011

Contractor Name: Oneida Co. Health Department
Contract Number: C-021373
COLA Amount: \$15,985
Contract Initiative: PCAP (CHW/CPPSN)

Dear Contractor:

Chapter 57, Laws of 2006 provide for the Commissioner of Health to establish an annual cost of living adjustment (COLA) for programs outlined in the statute. Pursuant to Part F of Chapter 111 of the Laws of 2010, the 2010-11 COLA appropriation will be distributed to eligible payees at the prior year rate of 8.02%.

The COLA amount for this contract is noted above. You must certify that these funds have been or will be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. All expenditures of the funds must occur between April 1, 2010 and March 31, 2011.

Payment of the COLA amount associated with this contract will be made separately from authorized contract payments. The COLA amount will not be applied toward nor amend amounts payable under Appendix B of your contract.

Please sign the following certification, complete the enclosed standard voucher and return both to the payment office designated in the contract in order for payment of the COLA amount be processed for your organization. **The certification and standard voucher should be returned to this office as soon as possible but no later than August 1, 2011.**

Sincerely,

This is to certify that cost of living funds, as described above and in Part C.1.5 of Chapter 57 of the Laws of 2006, will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the 2010-11 State fiscal year.

Signed: _____

Title: Oneida County Executive

Date: _____

Attachment - Standard Voucher

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney



COUNTY OF ONEIDA
OFFICE OF THE COUNTY EXECUTIVE

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

ONEIDA COUNTY OFFICE BUILDING

800 PARK AVENUE

UTICA, NEW YORK 13501

(315) 798-5800

FAX (315) 798-2390

www.ocgov.net

FN 20 11 - 174

May 9, 2011

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

WAYS & MEANS

RE: 2011-2013 Sales Tax Extension

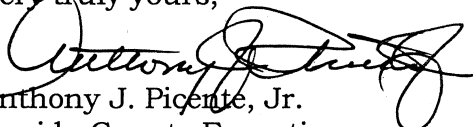
Honorable Members:

I enclose herewith a draft Home Rule Request relative to Oneida County's need to extend its current additional 1% and .75% rates of sales tax. The New York State Department of Taxation and Finance has also eliminated from our enactment certain archaic distribution language that no longer applies to the allocation and distribution of sales tax in Oneida County.

I respectfully request the Board's approval to send the Home Rule Request attached herewith to our State representatives for their action. As time is of the essence in sending this message to our representatives in Albany, I ask that this request be enacted at your **May 25, 2011** regular session.

Thank you.

Very truly yours,


Anthony J. Picente, Jr.
Oneida County Executive

Cc: Hon. Joseph J. Timpano
Anthony Carvelli

2011 MAY 09 PM 4:12
RECEIVED
ONEIDA COUNTY LEGISLATURE

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY:

2ND BY:

RE: MEMORIALIZING A REQUEST TO THE STATE LEGISLATORS REPRESENTING ONEIDA COUNTY TO SECURE THE PASSAGE OF SENATE BILL NO.S4867 AND ASSEMBLY BILL NO.A07499 WHICH WOULD EXTEND AUTHORIZATION FOR ONEIDA COUNTY TO IMPOSE ADDITIONAL SALES AND COMPENSATING USE TAXES AND PROVIDE FOR ALLOCATION AND DISTRIBUTION OF A PORTION OF NET COLLECTIONS FROM SUCH ADDITIONAL RATES.

WHEREAS, the County of Oneida continues to face shortfalls in its annual budgets attributable to recent state mandated payments and accounting procedures and despite a state imposed cap on Medicaid costs, which contained, but did not decrease, the Medicaid burden on counties, and

WHEREAS, the County wishes to protect its credit rating and promote the stability and viability of future annual budgets while continuing to impose spending restrictions, consolidate services and reduce the workforce in areas that the loss of workers will not compromise or endanger the delivery of necessary County services, now, therefore , be it hereby

RESOLVED, that the Oneida County Board of Legislators sends a Home Rule Request to our local representatives in the New York State Senate and the New York State Assembly urging the passage of Senate Bill No. S4867 and Assembly Bill No. A07499 permitting Oneida County to extend the additional one per cent tax on sales and compensating uses and the additional three quarters of one per cent tax on sales and compensating uses and to provide for the allocation and distribution of a portion of net collections from such additional rates and, be it further

RESOLVED, that the Oneida County Board of Legislators urges Senators Joseph A. Griffo and David J. Valesky to enact Senate Bill No. S4867and urges Assemblywomen RoAnn M. DeStito and Claudia Tenney and Assemblyman William D. Magee to enact Assembly Bill No. A07499 that would permit Oneida County to extend the additional one per cent tax on sales and compensating uses and the additional three quarters of one per cent tax on sales and compensating uses and to provide for the allocation and distribution of a portion of net collections from such additional rates and, be it further

RESOLVED, that the Clerk of the Board of Legislators is hereby authorized and directed to forward a certified copy of this resolution and a Home Rule Request in the appropriate form to Senators Joseph A. Griffo and David J. Valesky and Assemblywomen RoAnn M. DeStito and Claudia Tenney and Assemblyman William D. Magee and to the Home Rule Counsel for the New York State Senate and Assembly.

DATED: May ____, 2011

Adopted by the following roll call vote:

AYES ____ NAYS ____

RETRIEVE

Page 1 of 5

STATUS:

S 4867 RULES Same as A 7499 Magee

ON FILE: 04/29/11 Tax Law

TITLE....Authorizes Oneida county to impose additional sales and compensating use taxes and provides for allocation and distribution of a portion of net collections

04/27/11 REFERRED TO INVESTIGATIONS AND GOVERNMENT OPERATIONS

05/03/11 1ST REPORT CAL.509

05/04/11 2ND REPORT CAL.

A7499 Magee Same as S 4867 RULES

Tax Law

TITLE....Authorizes Oneida county to impose additional sales and compensating use taxes and provides for allocation and distribution of a portion of net collections

05/06/11 referred to ways and means

BILL TEXT:

STATE OF NEW YORK

4867

2011-2012 Regular Sessions

IN SENATE

April 27, 2011

Introduced by COMMITTEE ON RULES -- read twice and ordered printed, and when printed to be committed to the Committee on Investigations and Government Operations

AN ACT to amend the tax law, in relation to authorizing Oneida county to impose additional rates of sales and compensating use taxes and providing for allocation and distribution of a portion of net collections from such additional rates

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

- 1 Section 1. Clause 13 of subparagraph (i) of the opening paragraph of
- 2 section 1210 of the tax law, as amended by chapter 168 of the laws of
- 3 2009, is amended to read as follows:
- 4 (13) the county of Oneida is hereby further authorized and empowered
- 5 to adopt and amend local laws, ordinances or resolutions imposing such
- 6 taxes at a rate which is: (i) one percent additional to the three
- 7 percent rate authorized above in this paragraph for such county for the
- 8 period beginning September first, nineteen hundred ninety-two and ending
- 9 November thirtieth, two thousand [eleven] thirteen; and also (ii) at a
- 10 rate which is three-quarters of one percent or one-half of one percent
- 11 additional to the three percent rate authorized above in this paragraph,
- 12 and which is also additional to the one percent rate also authorized
- 13 above in this clause for such county, for the period beginning December
- 14 first, two thousand eight and ending November thirtieth, two thousand
- 15 [eleven] thirteen;
- 16 § 2. Section 1262-g of the tax law, as amended by chapter 168 of the
- 17 laws of 2009, is amended to read as follows:

RETRIEVE

Page 2 of 5

18 § 1262-g. Allocation and distribution of net collections from the
19 additional one percent rate of sales and compensating use taxes in Onei-
20 da county. Notwithstanding any contrary provision of law, if the county
21 of Oneida imposes sales and compensating use taxes at a rate which is
22 one percent additional to the three percent rate authorized by section

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD11119-01-1

RETRIEVE

Page 3 of 5

S. 4867

2

1 twelve hundred ten of this article, as authorized by such section, (a)
2 where a city in such county imposes tax pursuant to the authority of
3 subdivision (a) of such section twelve hundred ten, such county shall
4 allocate, distribute and pay in cash quarterly to such city one-half of
5 the net collections attributable to such additional one percent rate of
6 the county's taxes collected in such city's boundaries; (b) where a city
7 in such county does not impose tax pursuant to the authority of such
8 subdivision (a) of such section twelve hundred ten, such county shall
9 allocate, distribute and pay in cash quarterly to such city not so
10 imposing tax a portion of the net collections attributable to one-half
11 of the county's additional one percent rate of tax calculated on the
12 basis of the ratio which such city's population bears to the county's
13 total population, such populations as determined in accordance with the
14 latest decennial federal census or special population census taken
15 pursuant to section twenty of the general municipal law completed and
16 published prior to the end of the quarter for which the allocation is
17 made, which special census must include the entire area of the county;
18 and (c) provided, however, ~~[(1) that such county shall dedicate the~~
19 ~~first five hundred thousand dollars of net collections attributable to~~
20 ~~such additional one percent rate of tax received by such county after~~
21 ~~the county receives in the aggregate eighteen million five hundred thou-~~
22 ~~sand dollars of net collections from such additional one percent rate of~~
23 ~~tax imposed for the period September first, nineteen hundred ninety two,~~
24 ~~through August thirty first, nineteen hundred ninety three, and the~~
25 ~~first one million five hundred thousand dollars of such net collections~~
26 ~~after the county receives in the aggregate eighteen million five hundred~~
27 ~~thousand dollars of such net collections for the period September first,~~
28 ~~nineteen hundred ninety three, through August thirty first, nineteen~~
29 ~~hundred ninety four, to an allocation on a per capita basis, utilizing~~
30 ~~figures from the latest decennial federal census or special population~~
31 ~~census taken pursuant to section twenty of the general municipal law,~~
32 ~~completed and published prior to the end of the year for which such~~
33 ~~allocation is made, which special census must include the entire area of~~
34 ~~such county, to be allocated and distributed among the towns and cities~~
35 ~~of Oneida county by appropriation of its board of legislators, and (2)]~~
36 that such county shall dedicate the first one million five hundred thou-
37 sand dollars of net collections attributable to such additional one
38 percent rate of tax received by such county after the county receives in
39 the aggregate eighteen million five hundred thousand dollars of net
40 collections from such additional one percent rate of tax imposed for any
41 of the periods: ~~[September first, nineteen hundred ninety four, through~~
42 ~~August thirty first, nineteen hundred ninety five, September first,~~
43 ~~nineteen hundred ninety five through August thirty first, nineteen~~
44 ~~hundred ninety six, September first, nineteen hundred ninety six,~~
45 ~~through August thirty first, nineteen hundred ninety seven, September~~
46 ~~first, nineteen hundred ninety seven through August thirty first, nine-~~
47 ~~teen hundred ninety eight, September first, nineteen hundred ninety~~
48 ~~eight through August thirty first, nineteen hundred ninety nine, Septem-~~
49 ~~ber first, nineteen hundred ninety nine through August thirty first, two~~
50 ~~thousand, September first, two thousand through August thirty first, two~~
51 ~~thousand one, September first, two thousand one through August thirty~~
52 ~~first, two thousand two, September first, two thousand two through~~
53 ~~August thirty first, two thousand three, September first, two thousand~~
54 ~~three through August thirty first, two thousand four, September first,~~
55 ~~two thousand four through August thirty first, two thousand five,~~
56 ~~September first, two thousand five through August thirty first, two~~

RETRIEVE

Page 4 of 5

S. 4867

3

1 ~~thousand six; September first, two thousand six through August thirty-~~
 2 ~~first, two thousand seven, September first, two thousand seven through~~
 3 ~~August thirty-first, two thousand eight, September first, two thousand~~
 4 ~~eight through August thirty-first, two thousand nine, September first,~~
 5 ~~two thousand nine through August thirty-first, two thousand ten, and]~~
 6 ~~September first, two thousand ten through August thirty-first, two thou-~~
 7 ~~sand eleven; September first, two thousand eleven through August thir-~~
 8 ~~ty-first, two thousand twelve; and September first, two thousand twelve~~
 9 ~~through August thirty-first, two thousand thirteen, to an allocation on~~
 10 a per capita basis, utilizing figures from the latest decennial federal
 11 census or special population census taken pursuant to section twenty of
 12 the general municipal law, completed and published prior to the end of
 13 the year for which such allocation is made, which special census must
 14 include the entire area of such county, to be allocated and distributed
 15 among the towns of Oneida county by appropriation of its board of legis-
 16 lators; provided, further, that nothing herein shall require such board
 17 of legislators to make any such appropriation until it has been notified
 18 by any town by appropriate resolution and, in any case where there is a
 19 village wholly or partly located within a town, a resolution of every
 20 such village, embodying the agreement of such town and village or
 21 villages upon the amount of such appropriation to be distributed to such
 22 village or villages out of the allocation to the town or towns in which
 23 it is located.
 24 § 3. This act shall take effect immediately.

SPONSORS MEMO:

**NEW YORK STATE SENATE
 INTRODUCER'S MEMORANDUM IN SUPPORT
 submitted in accordance with Senate Rule VI. Sec 1**

BILL NUMBER: S4867**SPONSOR:** RULES**TITLE OF BILL:**

An act to amend the tax law, in relation to authorizing Oneida county to impose additional rates of sales and compensating use taxes and providing for allocation and distribution of a portion of net collections from such additional rates

PURPOSE:

To authorize Oneida County to impose an additional one percent rate of sales and compensating use taxes for the period beginning December 1, 2011, and ending November 30, 2013, and also to impose a second additional sales and compensating use tax rate of either three quarters of one percent or one-half of one percent for the same period. The bill also provides for distribution of a portion of the net collections from the additional one percent rate.

SUMMARY OF PROVISIONS:

Section 1 would amend clause (13) of subparagraph (i) of the opening

RETRIEVE

Page 5 of 5

paragraph of section 1210 of the Tax Law, to authorize Oneida County to impose an additional one percent rate of sales and compensating use taxes, as well as an additional three-quarters of one percent rate or one-half of one percent rate of such taxes, for the period commencing December 1, 2011 and ending November 30, 2013.

Section 2 would amend Tax Law section 1262-g to continue the county's current allocation and distribution scheme for a portion of the net collections from the additional one percent rate through August 31, 2013.

Section 3 provides for an immediate effective date.

JUSTIFICATION:

The county of Oneida, with the consent of the Oneida County Board of Legislators, has requested this legislation to extend the increase of their sales and compensating use tax and will utilize the additional revenue to continue to provide services that it deems vital to the community, while maintaining a balanced budget.

LEGISLATIVE HISTORY:

New.

FISCAL IMPLICATIONS:

Additional revenue for the county.

EFFECTIVE DATE:

Immediate.
