ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

COMMUNICATIONS WITH DOCUMENTATION
APRIL 10, 2013

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

FILE NO.	COMMITTEE	PAGES
2013-118	Read & Filed	
2013-119	Read & Filed	
2013-120	Read & Filed	
2013-121	Airport, Ways & Means	
2013-122	Economic Development & Tourism, Ways & Means	
2013-123	Airport, Ways & Means	
2013-124	Public Works, Ways & Means	
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ALL SUPPORTING DOCUMENTATION AVAILABLE AT
www.ocgov.net

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

for

FN 20 13 - 118

MEMORIALIZING PETITION

READ & FILED

F.N. 2013 -

SPONSORS: Messrs. Paparella, Porter, and Chad Davis

A MEMORIALIZING PETITION URGING NEW YORK STATE REPRESENTATIVES TO AMEND THE NEW YORK STATE SEX OFFENDER LAWS TO REQUIRE SEX OFFENDERS TO DISCLOSE THEIR CRIMINAL PAST WHEN APPLYING FOR TEMPORARY HOUSING AND RESTRICTING THE USE OF MOTELS AND HOTELS FROM BEING TEMPORARY HOUSING FOR HOMELESS SEX OFFENDERS.

WHEREAS, the Board of Legislators of the County of Oneida is deeply concerned with the health and safety of the County's children and finds that sex offenders residing near, entering or appearing at school grounds, child care facilities, playgrounds, or parks poses a severe threat to the health and safety of those children; and

WHEREAS, the Oneida County Department of Social Services uses motels and hotels in Oneida County for temporary housing for the homeless including sex offenders that are homeless; and

WHEREAS, there are children and families walking by these motels and hotels to get to day cares, schools and churches on a daily basis; and

WHEREAS, the motel and hotel owners are not informed that some of the people that are being placed in temporary housing are sex offenders; and

WHEREAS, presently sex offenders are not required to disclose their criminal past when applying for temporary housing; and

WHEREAS, when there are homeless people that are convicted sex offenders placed at motels and hotels where there are children not only staying at the motels and hotels, but there are also neighborhood children walking by these establishments to get to day cares, school and churches creating an unsafe environment for children; and

WHEREAS, the general public is not given any notice or warnings that sex offenders are staying at these motels and hotels; and

WHEREAS, the Board of Legislators finds that instituting residency and proximity controls for sex offenders is the least restrictive and most effective means of protecting children from sexual predators in Oneida County; and

WHEREAS, while Oneida County Department of Social Service is mandated by the State of New York to provide temporary housing for the homeless sex offenders, and sometimes the only option are motels and hotels, the safety of the public is the prime concern, especially children; and

NOW THEREFORE BE IT HEREBY RESOLVED, that the Oneida County Board of Legislators strongly feels that any sex offender should have to disclose his/her criminal past when seeking temporary housing; and

BE IT FURTHER RESOLVED, that the Oneida County Department of Social Services not place a known sex offender in a motel, hotel or other temporary housing where there are children not only staying at the motels, hotels, or other temporary housing, but also in neighborhoods where children will be walking by these establishments to get to day cares, schools and churches; and

BE IT FURTHER RESOLVED, that a copy of this Petition shall be forwarded by mail to the following: New York State Governor Andrew Cuomo, New York State Acting Commissioner of Mental Health Kirstin Woodcock, Congressman Richard L. Hanna, New York State Senator Joseph A. Griffo, New York State Senator David Valesky, New York State Assembly Representative Anthony Brindisi, New York State Assembly Representative Claudia R. Tenney, New York State Assembly Representative Ken Blankenbush, New York State Assembly Representative William Magee, New York State Assembly Marc Butler, County Executive Anthony Picente, Commissioner of Oneida County Social Services Lucille A. Soldato and all others deemed necessary and proper.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Dan Foster

Patrick Brennan

Thomas Leach

Ralph R. Papitto

Jean Fox Dickinson

William Woodcock

1974

Jane Forbes Clark

Ann Forrester

Harmony Friends

James L. Wright

Chad Dunn

Philip M. Sayre

Jan Lunger

R. Kenney

Howard Cooper

Edward R. Welsh/CD

Richard Flusnik/CD

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

Dated: March 13, 2013

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

for

MEMORIALIZING PETITION

FN 20 F.N. 2013- 119

SPONSORS: Messrs. Mandryck , and Welsh

READ & FILED

A MEMORIALIZING PETITION OPPOSING THE GOVERNOR'S PROPOSAL TO LIMIT INDUSTRIAL DEVELOPMENT AGENCIES' ABILITY TO GRANT STATE SALES TAX EXEMPTIONS AS PART OF LOCAL ECONOMIC DEVELOPMENT EFFORTS

WHEREAS, Currently, an industrial development agency ("IDA") may grant exemption from State sales and use taxes for projects that the IDA determines advance the job opportunities, health, general prosperity and economic welfare of the inhabitants of the county, region and the State; and

WHEREAS, IDAs can provide State sales tax exemption without State approval and must give notice to the State of the agent/project operator's appointment; and

WHEREAS IDA's are uniquely created and organized to cooperate with local economic development groups and deal with state agencies, local businesses, job retention, job creation and grant inducements for economic development and stimulate economies of all sizes; and

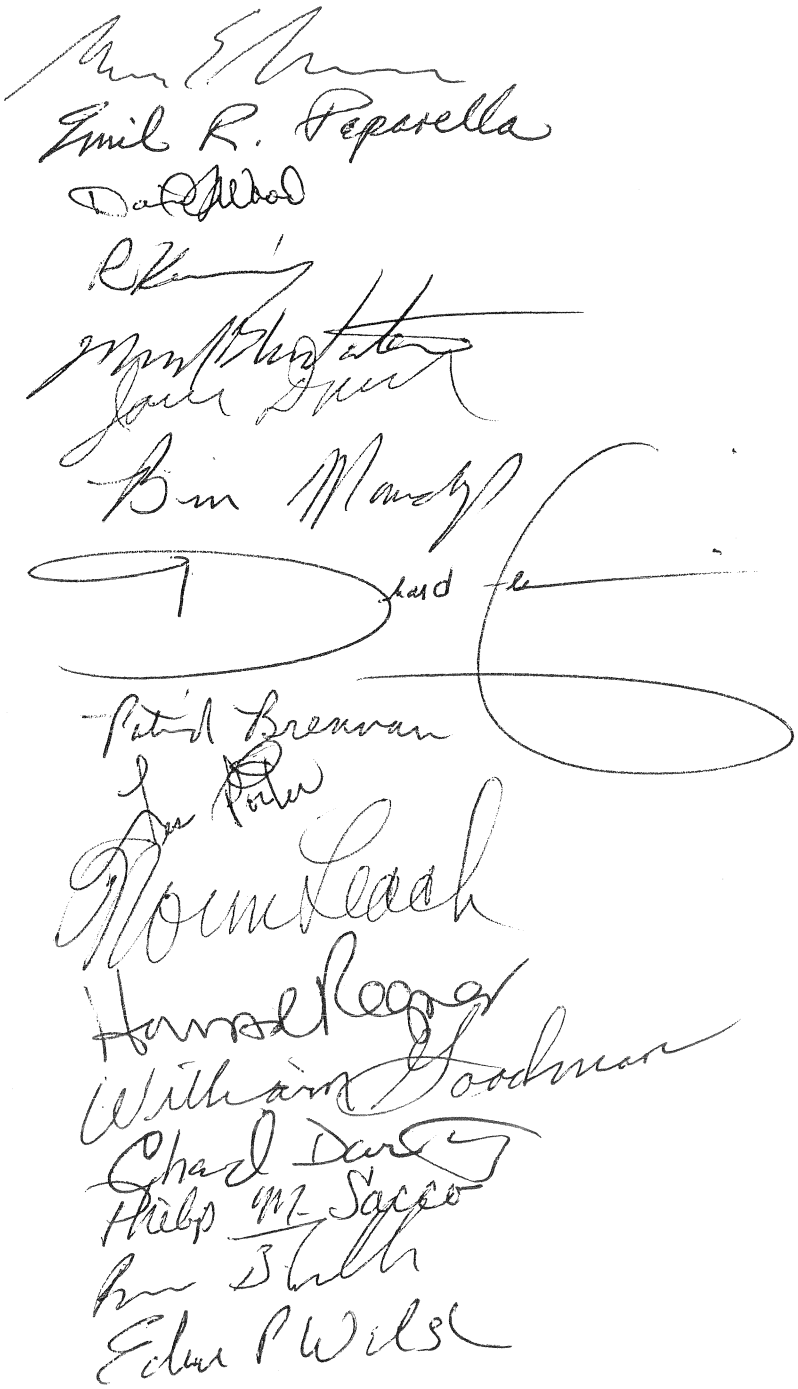
WHEREAS, Governor Cuomo's proposed 2013-2014 Executive Budget contains a provision to restrict the authority of IDAs to provide State sales and use tax exemptions in the following ways:

- An IDA could only grant a State sales tax exemption to an agent or project operator that has been certified as a participant in the Excelsior Jobs Program, or is a business that would be eligible to participate in the Program,
- Eligibility in the Program is limited to certain types of firms, with specific criteria for job creation and capital investment for each type of firm,
- Before an IDA could award a State sales tax exemption, it would need to receive a determination from the Commissioner of Economic Development, in consultation with the Regional Economic Development Council, that the benefit plan is consistent with regional economic development strategies,
- An IDA would be prevented from providing a State sales tax exemption greater than that approved by the Commissioner of Economic Development,
- An agent or project operator would have to submit a claim for credit or refund to obtain a State sales tax exemption,
- An IDA would be required to send notice to the Tax Department when its appointment of an agent/project operator has expired or been revoked,
- An IDA would need to remit to the State any payments from a payment in lieu of taxes (PILOT) agreement for State sales and use taxes,
- If an IDA recaptures State sales and use tax monies from its agent or project operator, it would be required to turn such monies over to the NYS Commissioner of Tax and Finance,
- The bill would become effective immediately and apply to any IDA project, benefits or PILOT agreements established or revised on or after the bill's effective date.

NOW THEREFORE BE IT RESOLVED, that the County of Oneida Legislature opposes this proposal and calls for the legislature to reject these reforms due to the detrimental impact they would have on local economic development and job creation efforts.

BE IT FURTHER RESOLVED that the County of Oneida Legislature shall forward copies of this resolution to Governor Andrew Cuomo, the New York State Legislature, the 10 regional economic development councils, The New York State Economic Development Council (NYS EDC) and all others deemed necessary and proper.

LEGISLATORS SUPPORTING PETITION LEGISLATORS OPPOSING PETITION



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

Dated: March 13, 2013

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

for

MEMORIALIZING PETITION

F.N. 2013-120

FN 20 _____

SPONSOR(S): Messrs: Emil Paparella, Ronald Townsend, William Goodman

READ & FILED

A MEMORIALIZING PETITION URGING THE UNITED STATE GOVERNMENT REPRESENTATIVES TO SUPPORT THE REVERSAL OF A DECISION BY COLOSSEUM FITNESS CENTER, LOCATED AT GRIFFISS PARK, ROME, NY OF NOT ALLOWING RETIRED MILITARY VETERANS AND THEIR FAMILIES MEMBERSHIP TO THE FITNESS FACILITY

WHEREAS, the Colosseum Fitness Facility at Griffiss Park is owned by three major Defense Department employers (EADS, Rome Lab and DFAS); and

WHEREAS, Colosseum Fitness Facility is located in a former Air Force warehouse and opened in 2007 as an 80,000 square foot facility; and

WHEREAS, 255 local retired military veterans and their families are being affected by this decision; and

WHEREAS, proper fitness can assist our retired military veterans with improving their health, and in many cases rehabilitate previous health issues due to combat; and

WHEREAS, this decision takes effect March 31, 2013; and

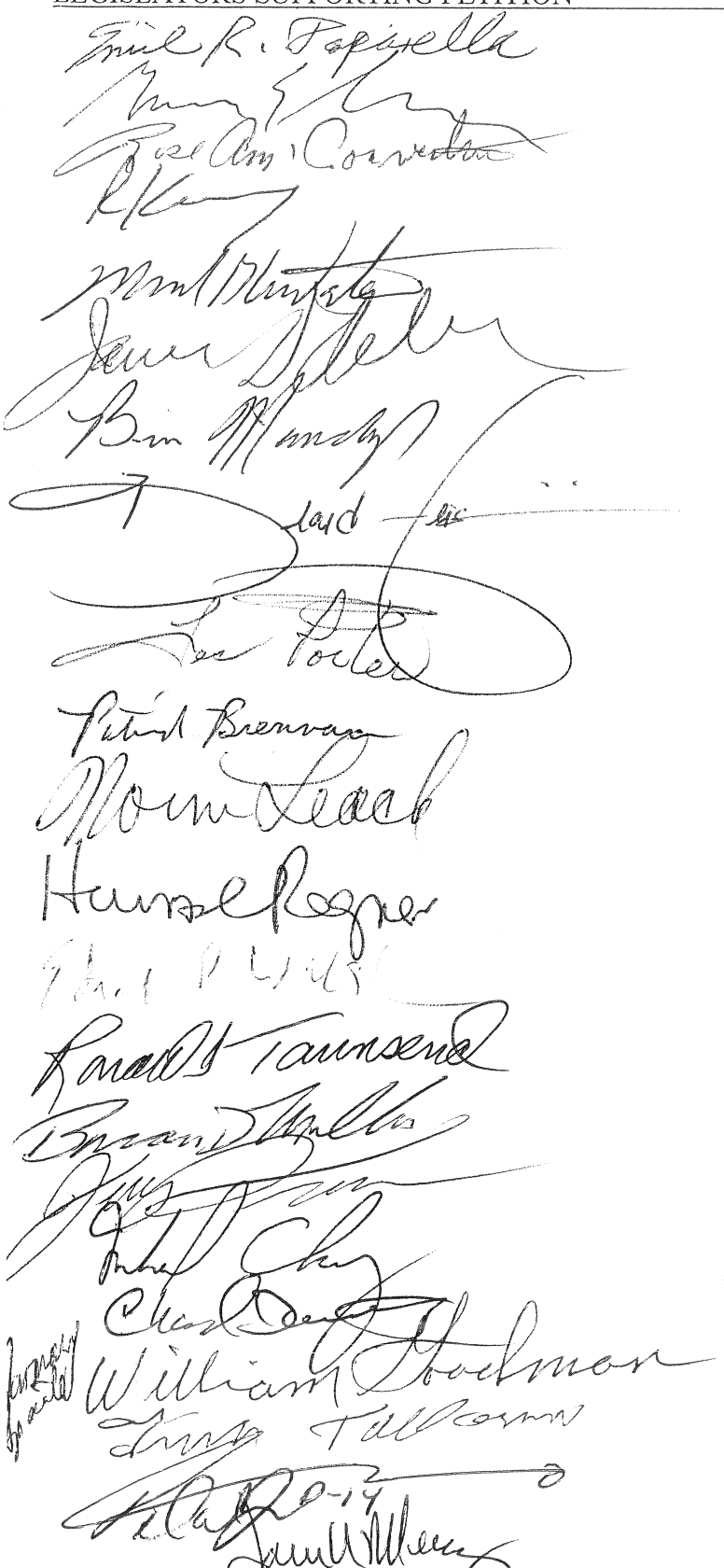
WHEREAS, the Oneida County Board of Legislators hold retired military veterans and their families in high regard for their service to our Country and feel that retired military veterans and their families should be allowed membership at the Colusseum Fitness Facility; and

NOW THEREFORE BE IT HEREBY RESOLVED, that membership to the Colosseum Fitness Facility is a quality of life issue that should not be denied our retired military veterans and their families; and

BE IT FURTHER RESOLVED, that our federal, state, county and city representatives should all stand together in support of membership privileges at Colosseum Fitness Facility be restored to our retired military veterans and their families; and

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

LEGISLATORS SUPPORTING PETITION LEGISLATORS OPPOSING PETITION



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

Dated: March 13, 2013

Griffiss International Airport

Oneida County Department of Aviation
592 Hangar Road, Suite 200
Rome, NY 13441
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.
County Executive

F. RICHARD GIFFORD, II
Commissioner of Aviation

FN 20 13-121

AIRPORT

WAYS & MEANS

RECEIVED
APR - 9 2013

March 27, 2013

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

Re: Reference # H-463 Cost Plus Fixed Fee Agreement for Construction Observation and Administration of Nose Dock 784 construction

Dear County Executive Picente,

Please consider acceptance of the Cost Plus Fixed Fee Agreement for Construction Observation and Administration of Nose Dock 784 construction agreement from C&S Engineers for $315,192.00 for providing necessary consultant services associated with the CACI of Nose Dock 784 at Griffiss International Airport. C&S Companies maximum amount payable under this agreement is $315,192.00.

The Oneida County Board of Legislators designated C&S Companies as an approved Airport Consultant (F.N. 2009-#348).

This request was approved by the Oneida County Board of Acquisition and Contract on March 27, 2013.

C&S will provide professional contract observation and administration services of Nose Dock 784, providing oversight of all building design to include general construction, plumbing, HVAC, fire protection, mechanical and electrical systems. Services include letter update of Environmental Assessment (EA) and State Environmental Quality Review (SEQR) has classified this as a Type 2 action.

This project is funded 90% ($283,672.80) with State CFA dollars, 10% ($31,519.20) Oneida County dollars. Please charge account H-463.

If you concur with this request please forward to the Board of Legislators for consideration.

Thank you for your assistance in this matter.

F. Richard Gifford, II
Commissioner
Department of Aviation

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

Anthony J. Picente, Jr.
County Executive

Date 4/9/13

Oneida County Department: **Aviation**

Competing Proposal x
Only Respondent
Sole Source RFP

Oneida County - Contract Summary

Name of Proposing Organization: C&S Engineers

Title of Activity or Service:
Agreement for Professional Service

Client Population/No. to be Served: N/A

Summary Statements:
1)Narrative Description of Proposed Services:

C&S will provide professional Construction Observation and Administration as required for this NY State Consolidated Funding Grant

2)Program/Service Objectives and Outcomes:
C&S will provide Construction oversight and Inspection for the Rehabilitation of Nose Dock 784

3) Program Design and Staffing Level: N/A

Total Funding Requested: $315,192.00

Oneida County Department Funding Recommendation: **Account #** H-463

Proposed Funding Source: **Federal** $ _____ **State** $252,153.60 **County** $ 31,519.20

Cost Per Client Served: **N/A**

Past Performance Data:

Oneida County Department Staff Comments: Approved at A&C on 3-27-2013

COST PLUS FIXED FEE

CONSULTANT AGREEMENT

FOR

CONSTRUCTION OBSERVATION & ADMINISTRATION

OF THE

NOSE DOCK HANGAR 784 REHABILITATION PROJECT

AT

GRIFFISS INTERNATIONAL AIRPORT

ONEIDA COUNTY, NEW YORK

NYSDOT # 2905.05

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ADDENDUM

COST PLUS FIXED FEE CONSULTANT AGREEMENT
FOR
CONSTRUCTION OBSERVATION & ADMINISTRATION

PROJECT: NOSE DOCK REHABILITATION
GRIFFISS INTERNATIONAL AIRPORT
ONEIDA COUNTY,NEW YORK

This Agreement, made effective this _____ day of _____, 2013__, is by and between the , the County of Oneida, New York, a municipal corporation Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter referred to as the "SPONSOR"), and C&S Engineers, Inc., a New York business corporation having its principal offices at 499 Col. Eileen Collins Boulevard, Syracuse, New York 13212 (hereinafter referred to as the "CONSULTANT").

WITNESSETH: That the SPONSOR and the CONSULTANT, for and in consideration of the mutual obligations set forth herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, agree as follows:

ARTICLE 1—DESCRIPTION OF SERVICES TO BE PERFORMED

The SPONSOR hereby retains the CONSULTANT because of its ability and reputation, and the CONSULTANT accepts such retention, to perform for the SPONSOR the services of the Project more particularly described in Schedule(s) "A", which is attached hereto and made a part hereof (the "Basic Services"). The SPONSOR's resolution or other authorization for retaining the CONSULTANT is attached hereto and made a part hereof as Schedule "E". The SPONSOR has completed, or will complete, a "Certification for Selection of Consultant" in connection with the execution of this Agreement, a copy of which is attached hereto and made a part hereof as Schedule "D".

ARTICLE 2—PROVISION FOR PAYMENT – TIME FOR PERFORMANCE

A. **Basis for Payment**—The SPONSOR shall pay the CONSULTANT, and the CONSULTANT shall accept, as full compensation for the performance by the CONSULTANT of the Basic Services under this Agreement, the following:

Item I: Direct Technical Salaries of all employees assigned to the Project on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all employees working part-time on the Project, all subject to audit. Overtime in accordance with the terms of this Agreement shall be charged under this Item.

The cost of Principals' salaries (or allowable portion thereof) included in Direct Technical Salaries during the period that they are working specifically on the Project (productive time) are eligible if their comparable time is also charged directly to other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost.

Item II—Actual Direct Non salary Costs incurred during the term of this Agreement, as defined in Schedule(s) "B", which is attached hereto and made a part hereof, all subject to audit.
Item III—Overhead Allowance based on agreed upon overhead during the term of this Agreement, as

set forth in Schedule "C", which is attached hereto and made a part hereof.

Item IV—Fixed Fee—A negotiated lump sum fee, which in this Agreement shall equal $34,590.00. This Fixed Fee is not subject to audit, and is not subject to review or modification unless the SPONSOR determines that such review or modification is justifiable and advisable.

A summary of the monies due the CONSULTANT under Items I, II, III, and IV is set forth in Schedule(s) "B".

Item V—In the event of any claims being made or actions being brought against the Project, the CONSULTANT agrees to render assistance to the SPONSOR in responding to the claim or action. Such assistance, and the costs associated therewith, shall be an Additional Service as described in Article 11 hereof.

B. **Partial Payments**—The CONSULTANT shall be paid in monthly progress payments based on actual allowable costs incurred during the month in accordance with Section "A" of this Article. Monthly invoices shall clearly identify the costs of the services performed. A percentage of the Fixed Fee described in Section "A", Item IV, of this Article shall be paid with each monthly progress payment. The percentage to be used in calculating the monthly payment under Section "A", Item IV, shall equal the ratio of the costs expended during the billing period to the maximum amount payable (exclusive of Fixed Fee) allocated to fulfill the terms of this Agreement as established herein.

Accounts of the CONSULTANT shall clearly identify the costs of the services performed under this Agreement and may be subject to periodic and final audit by the SPONSOR, the New York State Department of Transportation (NYSDOT), and the Federal Aviation Administration (FAA). Such an audit shall not be a condition for making partial payments.

C. **Final Payment**—Payment of the final invoice shall be made upon completion and acceptance of the Project by the SPONSOR, the NYSDOT, and the FAA.

The maximum amount payable under this Agreement, including the CONSULTANT's fixed fee, shall be $315,192.00 unless there is a substantial change in the scope, complexity, character, or duration* of the Basic Services.

*Duration is applicable to construction observation only.

Execution of this Agreement by the SPONSOR and the CONSULTANT constitutes the SPONSOR's written authorization to the CONSULTANT to proceed as of the above-written date with the performance of Basic Services as set forth in Schedule(s) "A". The estimated time for completion of the Basic Services under this Agreement, subject to the provisions of the following paragraph and of Articles 12, 13 and 23 hereof, shall be as recorded in Schedule(s) "A".

If the SPONSOR fails to make any payment due the CONSULTANT for services and expenses within forty-five (45) days after receipt of the CONSULTANT's invoice therefor, then the amounts due the CONSULTANT shall be increased at the rate of 1.5% per month from said forty-fifth (45th) day. Payments will be credited first to principal and then to interest. Additionally, the CONSULTANT may, after giving seven (7) days' notice to the SPONSOR, suspend services under this Agreement until the invoice is paid. Upon payment in full by the SPONSOR, the CONSULTANT shall resume performance or furnishing of services under this Agreement, and the time schedule set forth in Schedule(s) "A" and compensation set forth in Schedule(s) "B" hereto shall be equitably adjusted to compensate for the period of suspension.

ARTICLE 3—STANDARD OF CARE, STANDARD PRACTICES, AND REQUIREMENTS

The standard of care for all engineering and related services performed or furnished by the CONSULTANT under this Agreement shall be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. Before beginning to perform or furnish any service hereunder, the CONSULTANT shall ascertain the standard practices of the SPONSOR, the New York State Department of Transportation (the "NYSDOT"), and the Federal Aviation Administration (the "FAA"), if any, for projects of a type similar to this Project. Where the CONSULTANT deems it practicable to do so, the services to be provided or furnished under this Agreement shall be performed in accordance with these standard practices as long as they are consistent with the standard of care. If any of these standard practices are inconsistent with the CONSULTANT's standard of care or are in conflict with one another, or if strict adherence to the same is impossible or undesirable, then the CONSULTANT's services may vary or deviate from such standards.

ARTICLE 4—ENTIRE AGREEMENT

This Agreement, with its accompanying Schedule or Schedules, constitutes the entire agreement between the SPONSOR and the CONSULTANT with respect to its subject matter, and supersedes any prior agreement, whether written or verbal, with respect to that subject matter. This Agreement may be amended or modified only by written instrument signed by the SPONSOR and the CONSULTANT.

ARTICLE 5—TAXES, ROYALTIES, AND EXPENSES

The CONSULTANT shall pay all taxes, royalties, and expenses incurred by the CONSULTANT in connection with performing its services under this Agreement, unless otherwise provided in Article 2.

ARTICLE 6—CONSULTANT LIABILITY

To the fullest extent permitted by law, the CONSULTANT shall indemnify the SPONSOR against, and hold it harmless from, any suit, action, actual damage, and cost resulting solely from the negligent performance of services or omission of the CONSULTANT under this Agreement, up to the limits of any available insurance. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the CONSULTANT's failure to meet professional standards and resulting in obvious or patent errors in the services performed hereunder.

Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the CONSULTANT or the SPONSOR beyond such as may legally exist irrespective of this Article or this Agreement.

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the SPONSOR nor the CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the SPONSOR and the CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

ARTICLE 7—LABOR LAW REQUIREMENTS

The CONSULTANT, and any subconsultant or subcontractor retained by it in connection with the performance or furnishing of services under this Agreement, shall comply with the requirements of state or federal statutes, regulations, or orders applicable to the employment of employees, as set forth in Schedules "H" and "I", which are attached hereto and made a part hereof.

The SPONSOR recognizes that the CONSULTANT will be required by the New York State Department of Labor (the "NYSDOL") to compensate its personnel performing field survey work in accordance with applicable state wage rates in effect at the same time services are performed. The SPONSOR understands that the CONSULTANT has no control over these labor rates and their periodic increases. Therefore, the SPONSOR agrees to compensate the CONSULTANT for field survey services included as a part of this Agreement in accordance with the NYSDOL Prevailing Rate Schedule, which is incorporated by reference into this Agreement. Furthermore, the SPONSOR shall compensate the CONSULTANT for all increases in labor costs, including applicable overhead and profit, when those increases occur by direction of the NYSDOL. Billings for, and payments by the SPONSOR of, these increases will take place routinely in accordance with the appropriate terms of this Agreement and these increases will be paid as an additional cost over and above the agreed amount.

ARTICLE 8—NONDISCRIMINATION PROVISIONS

During the performance of its services under this Agreement, the CONSULTANT, and any subconsultant, subcontractor, or vendor retained by it, shall comply with the nondiscrimination requirements set forth in Schedules "H" and "I" hereto, as applicable to this Project.

The CONSULTANT will include the provisions of Schedules "H" and "I" in every subconsultant agreement, subcontract, or purchase order in such a manner that such provisions will be binding upon each subconsultant, subcontractor, or vendor as to operations to be performed within the State of New York. The CONSULTANT will take such action in enforcing such provisions of such subconsultant agreement, subcontract, or purchase order as the SPONSOR may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation by a subconsultant, subcontractor, or vendor as a result of such direction by the SPONSOR, the CONSULTANT shall promptly so notify the SPONSOR's legal counsel, requesting such counsel to intervene and protect the interests of the SPONSOR.

ARTICLE 9—WORKER'S COMPENSATION AND LIABILITY INSURANCE

The CONSULTANT agrees to procure and maintain at its own expense, and without direct expense to the SPONSOR, until final acceptance by the SPONSOR of the services covered by this Agreement, insurance of the kinds and in the amounts hereafter provided, written by insurance companies authorized to do business in the State of New York. Before commencing the performance of services hereunder, the CONSULTANT shall furnish the SPONSOR a certificate or certificates, in form satisfactory to the SPONSOR, showing that it has complied with this Article. All policies shall provide for a 30-day notice of policy cancellation to the SPONSOR (except 10 days' notice should be provided for cancellation due to non-payment of premiums).
The kinds and amounts of insurance required are as follows:

A. Policy or policies covering the obligations of the CONSULTANT in accordance with the provisions of any applicable worker's compensation or disability benefits law, including for the State of New York Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and amendments thereto, and Chapter 600 of the Laws of 1949, as amended, known as the Disability Benefits Law, and this Agreement shall be void and of no effect unless the CONSULTANT procures such policy or policies and maintains the same in force during the term of this Agreement.

B. Policy or policies of commercial general liability insurance, with broad form endorsement covering, among other things, the CONSULTANT's obligation under Article 6 hereof, with limits of liability of not less than One Million Dollars ($1,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom sustained by one (1) person in any one (1) accident; and, subject to that limit for each person; not less than Three Million Dollars ($3,000,000) for all damages arising out of bodily injury, including death at any time resulting therefrom, sustained by two (2) or more persons in any one (1) accident; and not less than One Million Dollars ($1,000,000) for all damages arising out of injury to or destruction of property in any one (1) accident, and, subject to that limit per accident, not less than Three Million Dollars ($3,000,000) for all damages arising out of injury to or destruction of property during the policy period.

   1. Liability insurance issued to and covering the liability of the CONSULTANT's subconsultants and subcontractors, having the same policy limits as those set forth above, with respect to all services or work performed by said subconsultants or subcontractors under this Agreement.

   2. Protective liability insurance issued to and covering the liability of the CONSULTANT with respect to all services under this Agreement performed for the CONSULTANT by subconsultants or subcontractors.

   3. Professional liability insurance issued to and covering the liability of the CONSULTANT with respect to all professional services performed by it under this Agreement.

The SPONSOR, the NYSDOT, and the FAA shall be additional insureds, as their interests may appear, under the insurance coverages described in Paragraph B above, except for the coverage described in Subparagraph (3), which coverages shall be subject to all of the terms, exclusions, and conditions of the applicable policy.

ARTICLE 10—ASSIGNMENT REQUIREMENTS

The CONSULTANT specifically agrees that:

A. It is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or of its right, title, or interest herein, or its power to execute this Agreement, to any other person, company, or corporation without the previous consent in writing of the SPONSOR, the

Commissioner of the NYSDOT, and the FAA.

B. If this provision of the Agreement is violated, the SPONSOR may terminate this Agreement for cause in accordance with the provisions of Article 12. Furthermore, the SPONSOR shall be relieved from any liability and obligation hereunder to the person, company, or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet, or otherwise dispose of this Agreement in violation of the foregoing paragraph (A), and such transferee shall forfeit and lose all monies assigned to it under this Agreement, except so much as may be required to pay its employees.

ARTICLE 11—ADDITIONAL SERVICES

If authorized in writing by the SPONSOR through a Supplemental Agreement, the CONSULTANT shall furnish or obtain from others any service that is beyond the scope of Schedule(s) "A" ("Additional Services"). The scope and time for performance of, and payment from the SPONSOR to the CONSULTANT for, any Additional Services (which shall be on the basis set forth in Schedule(s) "B") shall be set forth in such Supplemental Agreement.

ARTICLE 12—ABANDONMENT OR AMENDMENT OF PROJECT AND TERMINATION

A. ABANDONMENT OR AMENDMENT OF THE PROJECT—The SPONSOR shall have the absolute right to abandon or to amend its Project or to change the general basis of performance at any time, and such action on its part shall in no event be deemed a breach of this Agreement. If the SPONSOR amends its Project or changes the general basis thereof, and the CONSULTANT is of the opinion that Additional Services are made necessary thereby, then provisions of Article 11 of this Agreement with respect to Additional Services shall apply. If the Sponsor abandons the Project, then the provisions of Paragraph B(1)(b) below shall govern payment to the CONSULTANT.

B. TERMINATION

The obligation to provide further services under this Agreement may be terminated:

1. **For Cause:**

   a. By either party upon thirty (30) days' prior written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as the result of such substantial failure if the party receiving notice begins, within seven (7) days after receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of such receipt; provided that, if and to the extent that such substantial failure cannot reasonably be cured within such thirty (30)-day period, and if the party has diligently attempted to cure the failure and thereafter continues diligently to cure the problem, then the cure period may, in the discretion of the terminating party, be extended to sixty (60) days after the receipt of notice.

   b. By the CONSULTANT upon seven (7) days' written notice if (a) the CONSULTANT believes that it is being requested by the SPONSOR to perform or furnish services contrary to or in conflict with the CONSULTANT's responsibilities as a licensed design professional or the standard of care set forth in Article 3 hereof; or (b) the CONSULTANT's services are delayed or suspended for more than ninety (90) days, consecutively or in the aggregate, for reasons beyond the CONSULTANT's control; or (c) the SPONSOR has abandoned, or is considered to have abandoned, the Project.

2. **For convenience** by the SPONSOR, effective upon the receipt of notice by the CONSULTANT.

C. PAYMENTS UPON TERMINATION

1. **For Cause:**

   a. By the SPONSOR: If the SPONSOR terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT and its subconsultants, subcontractors, and vendors through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for cause during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule(s) "B". The CONSULTANT will also be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services to the extent that such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses.

   b. By the CONSULTANT: If the CONSULTANT terminates this Agreement for cause upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed or furnished by the CONSULTANT and its subconsultants, subcontractors, or vendors through the completion of such phase shall constitute total payment for such services. The CONSULTANT shall also be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule(s) "B" measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

2. **For convenience**

   a. If the SPONSOR terminates this Agreement for convenience upon completion of any phase of Basic Services, then progress payments due the CONSULTANT in accordance with this Agreement for all such services performed by or furnished through the CONSULTANT through the completion of such phase shall constitute total payment for such services. If the SPONSOR terminates this Agreement for convenience during any phase of Basic Services, the CONSULTANT will also be paid for such services performed or furnished in accordance with this Agreement by the CONSULTANT during that phase through the date of termination on the basis specified in Schedule(s) "B". Additionally, the CONSULTANT will be paid for the charges of its subconsultants, subcontractors, or vendors who performed or furnished Basic Services through the effective date of termination. The SPONSOR shall also pay the CONSULTANT for all unpaid Additional Services and unpaid Reimbursable Expenses, as well as for the CONSULTANT's reasonable expenses directly attributable to termination in accordance with the rates for Additional Services set forth in Schedule(s) "B" measured from the date of termination, including fair and reasonable sums for overhead and profit and the costs of terminating the CONSULTANT's contracts with its subconsultants, subcontractors, or vendors.

ARTICLE 13—SUSPENSION OF SERVICES

If the CONSULTANT's services hereunder are delayed or suspended, in whole or in part, by the SPONSOR for more than thirty (30) calendar days, consecutively or in the aggregate, through no fault of the CONSULTANT, then the CONSULTANT shall be entitled to equitable adjustments of rates and amounts of compensation to reflect, among other things, reasonable costs incurred by the CONSULTANT in connection with the delay or

suspension and reactivation and the fact that the time for performance of the CONSULTANT's services hereunder has been revised. If the delay or suspension persists for more than ninety (90) days, consecutive or in the aggregate, then the CONSULTANT may consider the Project to have been abandoned by the SPONSOR and may terminate this Agreement for cause.

Upon the SPONSOR's resumption of its Project, and if the CONSULTANT has not terminated this Agreement for cause, the CONSULTANT shall resume its services under this Agreement until the services are completed and accepted, subject to any adjustment in the rates set forth in Schedule(s) "B" because of the passage of time.

ARTICLE 14—INTERCHANGE OF DATA

During the performance of this Agreement, all technical data in regard to the Project whether (a) existing in the office of the SPONSOR or (b) existing in the office of the CONSULTANT, shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 15—DISPOSITION OF PROJECT DOCUMENTS

At the time of completion of its services and upon payment in full therefor, the CONSULTANT shall make available to the SPONSOR copies of documents prepared as the result of this Agreement. These documents shall then become the property of the SPONSOR and the maintenance of the data therein shall be the sole responsibility of the SPONSOR. Any reuse of the documents by the SPONSOR or others on extensions of the Project, or on any other project, without written verification or adaptation by the CONSULTANT and its subconsultants, subcontractors, or vendors, as appropriate, for the specific purpose intended will be at the SPONSOR's sole risk and expense and without liability or legal exposure to the CONSULTANT or its subconsultants, subcontractors, or vendors. The SPONSOR shall indemnify the CONSULTANT, its subconsultants, subcontractors, and vendors against, and hold them harmless from, all claims, damages, losses, and expenses (including reasonable expert and attorneys' fees) arising out of or resulting from such reuse.

In the event that this Agreement is terminated for any reason, then within ten (10) days after such termination, the CONSULTANT shall make available to the SPONSOR all data and material prepared under this Agreement, including cover sheets, in accordance with and subject to the terms of the above paragraphs.

ARTICLE 16—CODE OF ETHICS

The CONSULTANT specifically agrees that this Agreement may be canceled or terminated if any service under this Agreement is in conflict with the provisions of Section 74 of the New York State Public Officers' Law, as amended, and Schedule "G", which is attached hereto and made a part hereof.

ARTICLE 17—INDEPENDENT CONTRACTOR

The CONSULTANT, in accordance with its status as an independent contractor, shall conduct itself consistent with such status; shall neither hold itself out as nor claim to be an officer or employee of the SPONSOR by reason hereof; and shall not, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the SPONSOR, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

ARTICLE 18—PATENT RIGHTS AND COPYRIGHTS

Any patentable result arising out of this Agreement, as well as all information, designs, specifications, know-how, data, and findings, shall be made available without cost to the State of New York or its licensees and the FAA for public use. No material prepared in connection with this Project shall be subject to copyright. The State and the FAA shall have the right to publish, distribute, disclose, or otherwise use any material prepared under this Project, subject to the provisions of Article 15 hereof.

ARTICLE 19—NEW YORK STATE PARTICIPATION

The services to be performed in this Agreement are included in a NYSDOT Project, which is being undertaken and accomplished by the SPONSOR and the State of New York and pursuant to which the State of New York has agreed to pay a certain percentage of the allowable Project costs. The State of New York is not a party to this Agreement and no reference in this Agreement to the Commissioner of Transportation or any representative thereof, or to any rights granted to the Commissioner of Transportation or any representative thereof or the State of New York by the Agreement, makes the State of New York a party to this Agreement.

The CONSULTANT and the SPONSOR agree that properly authorized officials of the State of New York may from time to time inspect all Project documents for the purpose of insuring compliance with New York State laws and protecting the interests of the State of New York.

ARTICLE 20-FEDERAL PARTICIPATION: INTENTIONALLY LEFT BLANK

ARTICLE 21—MISCELLANEOUS

A. The CONSULTANT shall require all persons employed to perform services hereunder, including its subconsultants or subcontractors, vendors, agents, officers, and employees, to comply with applicable laws in the jurisdiction in which the Project is located.

B. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

C. By execution of this Agreement, the CONSULTANT represents that it has not paid, and also agrees not to pay, any bonus or commission for the purpose of obtaining any approval of this Agreement.

D. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth above (as modified in writing from time to time by such party), and shall be given personally; by registered or certified first-class mail, postage prepaid and return receipt requested; by facsimile transmission, with confirmation of receipt; or by a nationally-recognized overnight courier service, with proof of receipt. Notice shall be effective upon the date of receipt. For purposes of this Agreement, failure or refusal to accept receipt shall constitute receipt nonetheless. Either party may change its address for notice by giving notice to the other in accordance with the terms of this paragraph.

E. This Agreement, and the interpretation and enforcement of the provisions hereof, is governed by the laws of the State of New York.

ARTICLE 22 — SUBCONSULTANTS/SUBCONTRACTORS

All subconsultants and subcontractors performing services for or work on this Project shall be bound by the same required provisions of this Agreement as is the CONSULTANT. As set forth above, all agreements between the CONSULTANT and a subconsultant, subcontractor, or vendor shall include all standard required contract provisions, and such agreements shall be subject to review by the NYSDOT and the FAA.

ARTICLE 23 — FORCE MAJEURE

Any delay in or failure of performance of any party to this Agreement shall not constitute a default under this Agreement nor give rise to any claim for damage, if and to the extent such delay or failure is caused by occurrences or events beyond the control of the party affected, including, but not limited to, acts of God; expropriation or confiscation of facilities or compliance with any order or request of government authority, affecting to a degree not presently existing, the supply, availability, or use of personnel or equipment; loss of utility services; blizzard; flood; fire; labor unrest; strikes; war; riot; or any cause the party is unable to prevent with reasonable diligence. A party who is prevented from performing for any reason shall immediately notify the other in writing of the reason for the nonperformance and the anticipated extent of any delay. Additionally, if the delay resulting from any of the foregoing increases the cost of or time required by Consultant to perform its services hereunder in an orderly and efficient manner, then Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

ARTICLE 24 — DISPUTE RESOLUTION

A. SPONSOR and the CONSULTANT agree to negotiate in good faith for a period of thirty (30) days from the date of notice of disputes between them prior to exercising their right under the following paragraph. The thirty-day (30) period may be extended upon mutual agreement of the parties.

B. If any dispute cannot be resolved pursuant to the above paragraph, and only if mutually agreed by SPONSOR and CONSULTANT, said dispute and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or the breach of any provision hereof ("disputes") shall be submitted to mediation by a mediator, to be selected by the parties jointly, prior to a party initiating a legal action against the other, unless initiating mediation would irrevocably prejudice one of the parties. It is the intention of the parties that any agreement reached at mediation become binding. The cost of mediation shall be shared equally between the parties.

IN WITNESS WHEREOF, this Agreement has been executed by the SPONSOR, acting by and through the County Executive, who has caused the seal of his or her office to be affixed hereto, and by the CONSULTANT, acting by and through a duly-authorized officer, effective the day and year first above- written, subject to the approval of the Commissioner of the NYSDOT, the State Comptroller, and the FAA.

SPONSOR	CONSULTANT
ONEIDA COUNTY	C&S ENGINEERS, INC.
By: _____	**By:** _____
Anthony J. Picente	Jeffrey D. Palin, P.E.
Title: County Executive	**Title:** Manager, Facilities Services Group
Date: _____	**Date:** 3/21/13

SCHEDULE A

SCOPE OF WORK

SCHEDULE A

SCOPE OF WORK

PROJECT TITLE: REHABILITATION OF HANGAR BUILDING 784
AIRPORT NAME: GRIFFISS INTERNATIONAL AIRPORT
SERVICES PROVIDED: CONSTRUCTION OBSERVATION & ADMINISTRATION

PROJECT DESCRIPTION:

The CONSULTANT shall provide the following services, including construction contract administration and full-time construction observation, during construction of the Airfield Building Renovation Project. The Project will be constructed by the SPONSOR with grant assistance from the New York State Department of Transportation (NYSDOT).

Project generally includes upgrades and improvements to Building 783 office space and HVAC, electrical, communication, plumbing, and Fire Protection Systems.

Services to be provided by the CONSULTANT shall include architecture and engineering services required to accomplish the following:

CONSTRUCTION CONTRACT ADMINISTRATION PHASE

The Construction Contract Administration Phase shall consist of observation of the construction to become generally familiar with the progress and quality of the Contractor's work to determine if the work is proceeding in general conformity with the Contract Documents. In addition, the CONSULTANT shall aid the SPONSOR by acting as its liaison and Project coordinator with the NYSDOT during the construction of the Project. Construction Contract Administration includes the following services:

1. Provide consultation and advice to the SPONSOR during construction, including the holding of a pre-construction conference, bi-weekly construction coordination meetings, and other meetings required during the course of construction. Prepare and distribute minutes of all meetings.

2. Review, approve, or take other appropriate action on all Contractor-required submittals, such as construction schedules and phasing programs, shop drawings, product data, catalog cuts, and samples.

3. Review alternative construction methods proposed by the Contractor and advise the SPONSOR of the impact of these methods on the schedule and quality of the Project.

4. Prepare supplemental drawings and change orders necessary to execute the work properly within the intended scope. Assist the SPONSOR in resolving contractor claims and disputes.

5. Provide interpretation of the Contract Document requirements and advise the Contractor of these on behalf of the SPONSOR when necessary.

6. Furnish the SPONSOR one reproducible set of the record drawings for the completed Project taken

from the annotated record drawings prepared by the resident inspector based upon Contractor-provided information.

7. Prepare reimbursement request packages; coordinate their execution by the SPONSOR; and submit to the funding agencies.

8. Conduct pre-final and final inspections of the completed Project with the SPONSOR's airport personnel and the Contractor.

9. Issue certificates of construction completion to the SPONSOR and the NYSDOT.

10. Perform an orderly closeout of the Project as required by the SPONSOR and the NYSDOT.

11. Provide assistance to the SPONSOR as a witness in any litigation that may arise from the development or construction of the Project. Payment for this service will be as stated in Article 2(A), Item V, of the CONSULTANT Agreement for the Project, of which this Schedule forms a part.

CONSTRUCTION OBSERVATION PHASE

The construction observation phase shall consist of construction observation by a full-time resident engineer or inspector and supporting staff who will also:

1. Maintain a Project record in accordance with the Manual of Uniform Record Keeping (MURK) requirements of the NYSDOT for aviation capital projects.

2. Review documents and submissions by Contractor(s) pertaining to scheduling and advise the SPONSOR as to their acceptability.

3. Observe the Work to determine general conformity with the Contract Documents and to ascertain the need for correction or rejection of the Work. Neither the activities of the resident engineer or inspector and/or supporting staff nor the presence of any of them at a construction/Project site shall relieve Contractor of its obligations, duties, and responsibilities, including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the Work in accordance with the Contract Documents and any health or safety precautions or measures required by regulatory agencies.

4. Attend and conduct pre-construction, pre-paving and pre-installation conferences; bi-weekly progress meetings; and final inspection of the completed Project.

5. Observe testing and inspection. Arrange for, conduct, or witness field, laboratory, or shop tests of construction materials as required by the plans and specifications for the Project; monitor the suitability of materials on the Project site or brought to the Project site to be used in construction; interpret the contract plans and specifications and check the construction activities for general compliance with the design intent; measure, compute, or check quantities of Work performed and quantities of materials in-place for partial and final payments to the Contractor.

6. Prepare and submit inspection reports of construction activity and problems encountered as required by the SPONSOR, and the NYSDOT.

7. Prepare, review, and approve monthly and final payments to Contractor(s).

8. Prepare and implement a Quality Control and Assurance Plan as required by the FAA for monitoring material requirements and properties throughout the course of construction.

9. Monitor and report on the status of contractor achievement of DBE and EEO goals.

The CONSULTANT agrees to perform the services in the Construction Observation Phase of this Project during the construction contract period estimated to be as follows:

Pre-Construction: Construction Supervisor = 10 hours
Resident Engineer = 40 hours

Construction: Construction Supervisor = 226 hours

Resident Engineer = 1,222 hours

Post Construction: Construction Supervisor = 20 hours

Resident Engineer = 60 hours

RESPONSIBILITIES/DUTIES OF INSPECTION STAFF

In general, the on-site inspection staff is responsible for monitoring construction activity on a project and documenting their observations in a formal project record. The Project record contents and its preparation shall be in accordance with the NYSDOT M.U.R.K.

The M.U.R.K. System consists of the following records and duties:

1. Engineer's Daily Project Diary
2. Inspector's Daily Reports
3. Summary of Inspector's Daily Reports
4. Preparation of FAA Weekly Reports
5. Prime/Subcontractor Work Summary
6. Preparation of Material Acceptance Reports
7. Preparation of Certification and Testing Log Book
8. Review Subcontractor approval forms
9. Prepare statement of days charged on a weekly basis
10. Conduct Wage Rate Interviews with prime/subcontractors employees
11. Conduct Project meetings with Sponsor and Contractors
12. Field measure quantities on a daily basis
13. Collect and monitor weekly payrolls for Davis Bacon Act Compliance
14. Preparation of Periodic Payment Request for Contractor
15. Record deviations from the contract plans for preparation of record drawings
16. Preparation and review of Change Orders/Force Account Work

The Resident Inspector will assist the SPONSOR and Contractor regarding construction activity as it relates to aircraft operations and coordination of Notice to Airmen (NOTAMS) as required.

END OF SCHEDULE

SCHEDULE "C"

C&S ENGINEERS, INC
AGREED OVERHEAD

SALARY OVERHEAD (PAYROLL BURDEN)	ALLOWABLE COST	% OF DIRECT LABOR
Vacation & Holiday	2,000,000.00	15%
Sick & Personal	306,000.00	2%
FICA Taxes	1,700,000.00	12%
U. E. Taxes	235,000.00	2%
WC Insurance	130,000.00	1%
Group Insurance	1,500,000.00	11%
Bonus	1,600,000.00	12%
Employee Benefits	700,000.00	5%
Payroll Preparation	45,000.00	0%
TOTAL SALARY OVERHEAD	8,216,000.00	60%
GENERAL & ADMINISTRATIVE OVERHEAD		
Indirect Labor	2,700,000.00	20%
Clerical & Administrative	2,200,000.00	16%
Project Development	2,600,000.00	19%
Training & Recruitment	300,000.00	2%
Office Supplies & Equipment Leases	1,814,000.00	13%
Travel & Auto Expenses	925,000.00	7%
Insurance	250,000.00	2%
Depreciation	780,000.00	6%
Rent , Janitorial, & Maintenance	1,830,000.00	13%
Utilities	190,000.00	1%
Telephone	380,000.00	3%
Dues & Fees	400,000.00	3%
Workshops, Seminars, & Education	125,000.00	1%
Legal & Accounting	90,000.00	1%
TOTAL GENERAL & ADMINISTRATIVE	14,584,000.00	106%
TOTAL OVERHEAD	22,800,000.00	166%
TOTAL DIRECT LABOR	13,700,000.00	

SCHEDULE E

(RESOLUTION TO BE INSERTED)

SCHEDULE G

CERTIFICATION OF CONSULTANT

I hereby certify that I am the Manager of the Facilities Services Group and a duly authorized representative of the firm of C&S Engineers, Inc., whose address is 499 Col. Eileen Collins Blvd., Syracuse, New York, 13212 and that neither I nor the above firm I here represent has:

A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract.

B. agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or

C. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the FAA of the United States Department of Transportation, in connection with this Contract, involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

3/21/13
Date

Jeffery Palin
Facilities Service Group Manager

END OF SCHEDULE

SCHEDULE I

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

A. Standard Clauses For All New York State Contracts (Appendix A).

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

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

2. Non-Assignment Clause. In accordance with Section 138 of the State Finance Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the 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 $5,000 ($20,000 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, 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.

4. Worker's 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. In accordance with 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, age, disability 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 statues, 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 Requirement. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants 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 (2 NYCRR 105.4).

9. Set-Off Rights. The State shall have all of its common law 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 employee 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 his 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 State Accounts, Office of the State Comptroller, AESOB, 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 XI-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 be registered or certified mail, return receipt request. Service hereunder shall be complete upon contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. Prohibition on Purchase of Tropical Hardwoods. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility

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

19. Macbride Fair Employment Principles. 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. Compliance with New York State Information Security Breach and Notification Act. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

24. Procurement Lobbying. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made

in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. Certification of Registration To Collect Sales And Compensating Use Tax By Certain State Contractors, Affiliates And Subcontractors. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

ADDENDUM

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

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
   d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

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

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

_____

_____

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

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

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

4. **Health Insurance Portability and Accountability Act (HIPPA).**

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health informat information:

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

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

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

c. The Contractor shall:

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

8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and

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

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

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or

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

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

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

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

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By:_____

Oneida County Executive

Contractor

By:_____

Name: Jeffery Palin

Approved as to Form only

_____

- Oneida County Attorney

END OF SCHEDULE

MOHAWK VALLEY EDGE

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION
584 Phoenix Drive • Rome, New York 13441
315-338-0393 • 800-765-4990 • FAX 315-338-5694
E-Mail: info@mvedge.org • www.mvedge.org

RECEIVED
APR - 9 2013

MEMORANDUM

RECEIVED
APR 03 2013
ONEIDA COUNTY ATTORNEY

FN 20 13-122

ECONOMIC DEVELOPMENT & TOURISM
WAYS & MEANS

TO: Anthony Picente, Jr. County Executive

FROM: Steven J. DiMeo, President Mohawk Valley EDGE

DATE: March 25, 2013

CC: Greg Amoroso, County Attorney
Jef Saunders, Saunders Kahler

RE: **Supplemental Agreement – Oneida County and Mohawk Valley EDGE for Marcy Nanocenter at SUNYIT Project**

Attached are three copies of the proposed Supplemental Agreement ("**Agreement**") that would ***replace*** the previously approved Supplemental Agreement Allocating PILOT Payments on the Family Dollar Project at Griffiss. ("**Family Dollar PIF**"). The Family Dollar PIF authorized the sub-allocation of a portion of the County's share of the PILOT Payments from the Family Dollar PILOT to EDGE to assist in furtherance of the planned development of the Marcy Nanocenter project at SUNYIT.

Under the terms of the County's share of the Family Dollar PILOT, EDGE was to receive for the years 2011 through 2019 was **$1,778,592.12** and said funds were to be used by EDGE for planning, legal, surveying and testing services, engineering, permitting, acquisition of property and easements, relocation of the Porter Terminal #6 Transmission Line and construction of the Marcy-SUNYIT Parkway and certain infrastructure improvements, planning and design studies for the County Interceptor Project, global marketing activities, and other expenditures deemed necessary to further the development of the Marcy Nanocenter at SUNYIT project.

For calendar years 2011 and 2012, EDGE received **$249,470.52/year** or **$498,941.04** in total over both years. However, prior to the Taxable Status date in 2013, Family Dollar ("The Company") elected to terminate its PILOT Agreement and instead place the property back onto the tax rolls with the net result being that the Company is obligated to pay 100% of all taxes due and owed on its Distribution Center located at Griffiss Business and Technology Park to the City of Rome, Rome City School District and Oneida County for the period commencing on January 1, 2013 and ending on December 31, 2015 before the property is covered by a new PILOT Agreement that is to take effect on January 1, 2016 and running through December 31, 2025.

Because the property has been placed back on the Tax Rolls, the Original Allocation Agreement and the Supplemental Allocation Agreements have been nullified and as such, the balance of the sub-allocation of PILOT payments to EDGE has been terminated through no fault or desire of either EDGE or the County.

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

Anthony J. Picente, Jr.
County Executive

Date 4/9/13

To assist EDGE in bringing about the successful completion of the Marcy Nanocenter at SUNYIT Project by, among other things, making the Marcy Site "shovel ready", the Parties hereto desire to replace the Supplemental Allocation Agreement with a separate contract that will provide a multi-year funding commitment to EDGE for the Marcy Project. The attached Supplemental Agreement will run for a term of three (3) years beginning on **January 1, 2013 and ending December 31, 2015**. Oneida County agrees to make annual payment over and above its separate Agreement for economic development services, annual payments of $250,000/year (payable in semi-annual payments of $125,000), or $750,000 in total for the three year period.

With the approval of this Agreement, the cumulative amount remitted to Mohawk Valley EDGE inclusive of the funds originally received under the Family Dollar PILOT is $1,248,941.04, or $529,651.08 less than if the Family Dollar PILOT had remained in effect.

Such payment will constitute part of EDGE's total revenue for 2013, 2104 and 2015, which revenue EDGE will use to further its corporate purposes including, without limitation, serving as the "lead developer" of the Marcy Nanocenter at SUNYIT Project. To that end, EDGE's goals in providing the herein described Project-related services to the County shall be to form and implement Project-related economic development policies that will help Oneida County and the region retain population and attract people, increase the number of jobs, particularly jobs that are career opportunities in the semiconductor, nanoelectronics, nanotechnology and/or related high-tech industries, and increase, by developing the Marcy Nanocenter at SUNYIT Project, the standard of living for residents of Oneida County. The parties acknowledge that EDGE, as an independent contractor, shall have control over the means and methods used to make and implement Project-related economic development policies designed to achieve the aforesaid goals. However, EDGE recognizes the strong interest and role of the County Executive and the Board of Legislators in the making of policy with regard to Project-related matters in Oneida County, and shall consult with the County Executive and the Board of Legislators in the formulation of such policy.

The funding that Oneida County has earmarked for the Marcy Nanocenter Project via the prior Family Dollar PIF and this proposed Supplemental Agreement will leverage another $45 Million in state and other local funding. This does not take into account the investment of $50 M for the Quad C and the planned multi-billion investments that are contemplated at the Marcy site.

Please do not hesitate to contact me if you have any further questions on this proposed Supplemental Agreement.

Oneida Co. Department: County Attorney

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Federal Agreement/Revenue ___

Oneida County Contract Summary

Name of Proposing Organization: Mohawk Valley EDGE

Title of Activity or Service: Supplemental Agreement

Proposed Dates of Operation: 1/1/13-12/31/15

Client Population/Number to be Served:

Summary Statements

1) Narrative Description of Proposed Services: Assistance in furtherance of the planned development of the Marcy Nanocenter. This necessary due to the termination of Family Dollar PILOT Agreement through 12/31/15

2) Program/Service Objectives and Outcomes: Company is obligated to pay 100% of all taxes due and owed through 12/31/15 at which time it will enter back into a new PILOT Agreement for the period of 1/1/16 through 12/31/25. During this time period when the property is on the tax rolls this supplemental agreement support Mohawk Valley EDGE in its assistance in furtherance of the planned development of the Marcy Nanocenter.

3) Program Design and Staffing:

Total Funding Requested: $750,000.00 Account #: A6432.495115

Oneida County Dept. Funding Recommendation: $750,000.00

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

Cost Per Client Served: ---

Past Performance Data: ---

O.C. Department Staff Comments:

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT (this "Agreement"), dated as of January 1, 2013, is by and between

COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the **"County"**), and

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION (doing business as Mohawk Valley EDGE), a not-for-profit corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 584 Phoenix Drive, Griffiss Business & Technology Park, Rome, New York 13441 (hereinafter referred to as **"EDGE"**).

WITNESSETH:

WHEREAS, EDGE is a New York not-for-profit corporation located within Oneida County and formed for the objects and the purposes, among others, of publicizing the advantages of Oneida County and the region by advancing, fostering and promoting general economic and industrial development within Oneida County and the region; and

WHEREAS, in furtherance of its objects and purposes, EDGE entered into that certain Amended and Restated Project Development Agreement for the Marcy Nanocenter at SUNYIT with the State University of New York ("SUNY") and The Research Foundation of State University of New York ("SUNY RF") dated as of May 1, 2010, (said agreement, as the same may be amended and/or restated from time to time, is hereinafter referred to as the "PDA"); and

WHEREAS, pursuant to the PDA, EDGE has undertaken a project (the "Marcy Nanocenter at SUNYIT Project" or "Project") to develop a portion of the SUNYIT Campus and some lands located adjacent thereto or in the vicinity thereof (such properties being, collectively, the "Marcy Site") for use by one or more semiconductor, nanoelectronics, nanotechnology and/or related high tech end users (each, individually, an "End User" and, collectively, the "End Users"); and

WHEREAS, the magnitude of the Project is such that it is expected to have a positive, transformative effect on the economy of Oneida County and the entire Mohawk Valley Region by, among other things, reducing unemployment, creating new and improved job opportunities, encouraging population stabilization and/or growth, and leading to the betterment of individual and community prosperity; and

WHEREAS, the Oneida County Board of Legislators (the "Board of Legislators"), by Resolution No. __ of 2013 (the "Resolution"), has authorized the expenditure of certain monies to pay for Project-related services to be rendered by EDGE to the County pursuant to this Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the provisions of Section 224 of the County Law, it is agreed by and between the parties hereto as follows:

1. The term of this Agreement shall be for three (3) years beginning on **January 1, 2013 and ending December 31, 2015**. The County reserves the right to terminate this Agreement upon thirty (30) days' written notice to EDGE in the event that EDGE shall fail to perform any of its obligations set forth herein, and such failure shall not have been rectified by EDGE within said thirty (30) day period.

2. Pursuant to this Agreement, EDGE shall act as an independent contractor providing the Project-related services hereinafter described to the County, in return for which EDGE shall receive payment from the County as hereinafter described. Such payment will constitute part of EDGE's total revenue for 2013, 2104 and 2015, which revenue EDGE will use to further its corporate purposes including, without limitation, serving as the "lead developer" of the Marcy Nanocenter at SUNYIT Project. To that end, EDGE's goals in providing the herein described Project-related services to the County shall be to form and implement Project-related economic development policies that will help Oneida County and the region retain population and attract people, increase the number of jobs, particularly jobs that are career opportunities in the semiconductor, nanoelectronics, nanotechnology and/or related high-tech industries, and increase, by developing the Marcy Nanocenter at SUNYIT Project, the standard of living for residents of Oneida County. The parties acknowledge that EDGE, as an independent contractor, shall have control over the means and methods used to make and implement Project-related economic development policies designed to achieve the aforesaid goals. However, EDGE recognizes the strong interest and role of the County Executive and the Board of Legislators in the making of policy with regard to Project-related matters in Oneida County, and shall consult with the County Executive and the Board of Legislators in the formulation of such policy.

3. EDGE shall, upon the request of the Board of Legislators and/or the Economic Development and Tourism Committee thereof, provide periodic updates, in writing and/or in person, to the Board of Legislators and/or the Economic Development and Tourism Committee thereof, as the case may be, on its Project-related activities pursuant to this Agreement, excepting from such updates information which is subject to a confidentiality agreement, information which has been expressly prohibited from disclosure by a prospective End User or other entity and/or information which EDGE reasonably deems confidential. EDGE's President shall also participate fully in economic and community development meetings with the County Executive, the Director of Work Force Development, the Commissioner of Planning and others invited by the County Executive, which said meetings shall occur on a monthly basis. The Economic Development and Tourism Committee of the County Board of Legislators and the County Executive shall monitor EDGE's performance under the terms of this Agreement and make recommendations with regard to such performance.

4. EDGE shall provide, on request, reports on its Project-related activities to the County Executive, members of the Board of Legislators, or any duly appointed committee thereof, excepting from such reports information which is subject to a confidentiality agreement, information which has been expressly prohibited from disclosure by a prospective End User or other entity and/or information which EDGE reasonably deems confidential. At least once each quarter, EDGE shall report to the County Executive on any companies that have received Project-related financial assistance through EDGE. Specifically, EDGE shall report on the total employment among these companies and whether these companies are in compliance with applicable job creation and job retention requirements., EDGE shall also report to the County Executive on other major changes in Project-related business activities in the County of which EDGE is aware, excepting from such reports information which is

subject to a confidentiality agreement, information which has been expressly prohibited from disclosure by a prospective End User or other entity and/or information which EDGE reasonably deems confidential.

5. Pursuant to this Agreement, EDGE shall, as part of its duties to publicize the advantages of Oneida County and the Mohawk Valley Region by overseeing and facilitating the Marcy Nanocenter at SUNYIT Project:

5.1.1 Assist the County, the Oneida County Sewer District, the Mohawk Valley Water Authority ("MVWA") and others with infrastructure up-grades and/or capital improvements necessary to accommodate the growth which is expected to result from the Marcy Nanocenter at SUNYIT Project by, among other things:

(a) arranging for the acquisition of permits from the New York State Thruway Authority and New York State Canal Corporation, the acquisition of temporary construction easements and permanent easements from private landowners, and undertaking the design and engineering necessary for the County and/or Oneida County Sewer District to construct and/or install a new, 42" diameter interceptor sewer line running from the existing Marcy Interceptor Sewer in the Town of Marcy eastward approximately two (2) miles to the County's Water Pollution Control Facility situate on Leland Avenue, Utica, New York (the "New North Utica Interceptor Sewer"); and

(b) facilitating the upgrades and/or other capital improvements necessary to expand the capacity of MVWA's water filtration plant and water storage capacity, and the construction of new raw transmission feeds and a new neutralization plant (to allow for direct discharges of treated industrial waste water into the New York State Barge Canal);

(c) constructing a "ring road" on the Marcy Site as well as upgrades to existing Edic Road (which is a County road); and

(d) relocating National Grid's Porter Terminal #6 electric transmission line from its current location on the Marcy Site to another location on the Marcy Site so as to facilitate the overall development thereof; and

(e) constructing an electric substation on or near the Marcy Site and a redundant electrical feed to the Marcy Site; and

(f) constructing replacement wetlands in the Oriskany Flats Wildlife Management Area and performing certain other on-site and off-site wetland mitigation measures designed to offset the loss of jurisdictional wetlands situate on the Marcy Site;

(g) undertaking major earthwork and general site preparation and development work on the Marcy Site including clearing and grubbing, grading, and site compaction; and

(h) constructing storm drainage improvements, retaining walls and driveways, undertaking the rough grading of parking lots and creating building pads ready for development.

5.1.2 Develop a PILOT Increment Financing Proposal and present the same to the Oneida County Industrial Development Agency ("OCIDA") and the affected tax jurisdictions (including the County) for their consideration and approval.

5.1.3 Arrange for the 55.176± acre Farmer Parcel adjoining the Marcy Site to be re-zoned from R-20 (Residential) to P-D (Planned Development).

5.1.4 Publicize the advantages of Oneida County and the Mohawk Valley Region as a desirable area for End Users to locate and expand through targeted global marketing efforts to the semiconductor, nanoelectronics, nanotechnology and/or related high tech industries. Through its global marketing and promotional activities, attract and encourage one or more End Users to locate or expand at the Marcy Site or elsewhere in Oneida County and thus facilitate the success of the Marcy Nanocenter at SUNYIT Project as well as the general economic growth and development of Oneida County. EDGE shall provide to the County Executive and the leadership of the Board of Legislators, no later than February 1, 2013, a global marketing and promotion plan regarding how EDGE intends to publicize and promote Oneida County and the Mohawk Valley as a location for prospective End Users being targeted by EDGE.

5.1.5 Report, in writing, excepting from such reports information which is subject to a confidentiality agreement, information which has been expressly prohibited from disclosure by a prospective End User or other entity and/or information which EDGE recently deems confidential, to County and affected local government officials at the earliest possible instance (after EDGE acquires actual knowledge thereof) of any potential Project-related development in their respective communities.

5.1.6 Provide prompt attention to, and follow-up on, leads relating to the Marcy Nanocenter at SUNYIT Project and maintain a record of all leads, contacts and follow-up efforts with prospective End Users and, upon request, provide County officials, except for confidential information on clients or leads, reports on potential Project-related development.

5.1.7 Maintain implementation of a communications program that conveys information to the general public on the Marcy Nanocenter at SUNYIT Project and activities. EDGE's communications program will (i) disseminate information regarding the Marcy Nanocenter at SUNYIT Project by publishing quarterly newsletters, and maintaining a website (ii) prepare collateral marketing materials and other reports that inform the community about the Marcy Nanocenter at SUNYIT Project and activities, (iii) provide regular presentations and updates to community and civic organizations, and governmental officials on the Marcy Nanocenter at SUNYIT Project, (iv) arrange for the issuance of press releases, and (v) respond to inquiries from the media regarding the Marcy Nanocenter at SUNYIT Project and activities.

7. For the services actually provided by EDGE to the County pursuant to the terms of this Agreement, the County agrees to pay EDGE the sum of **Seven Hundred Fifty Thousand and 00/100ths Dollars ($750,000.00)** in semi-annual payments of **One Hundred Twenty Five Thousand and 00/100ths Dollars ($125,000.00)**.

   Anything to the contrary contained in this Agreement notwithstanding, no County money shall be paid to EDGE hereunder until a memorandum receipt, signed by EDGE's principal officer and disbursing officer, to wit: its President and Chief Financial Officer, respectively, agreeing to comply with the terms of the Resolution, is delivered to the County Treasurer.

8. EDGE shall file an annual report and budget of its Project-related expenditures and receipts with the Clerk to the Board of Legislators.

9. EDGE shall indemnify and hold harmless the County and its officers, agents, and employees from any claims, demands, causes of action and judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence of EDGE, its employees or agents, in the performance of its duties under the terms of this Agreement.

10. In the performance of this Agreement, EDGE will at all times act in its own capacity and rights as an independent contractor, and nothing contained herein shall be construed to make EDGE an agent or partner of, or joint venturer with, the County.

11. The County acknowledges that it did not "create" EDGE. Moreover, nothing contained in this Agreement shall be deemed to make the County a "sponsor" or "affiliate" of EDGE.

12. Whenever EDGE shall use the funding provided herein for the procurement of goods and services, EDGE shall be governed by the EDGE Procurement Policies set forth in **Exhibit A**, attached hereto and made a part of this Agreement.

13. The Addendum attached hereto as **Exhibit B** is hereby incorporated into and made a part of this Agreement to the extent applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties hereto as of the day and year first above written.

COUNTY OF ONEIDA:

By:_____ Date:_____

Anthony J. Picente, Jr
County Executive

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION:

By: Laura Casamento Date: 4/1/13

Laura Casamento
Chairperson

Approved As To Form
ONEIDA COUNTY ATTORNEY
By Doug J Ann

EXHIBIT A

EDGE Procurement Policies

EDGE PROCUREMENT POLICIES

Economic Development Growth Enterprises Corporation ("EDGE") is a New York not-for-profit corporation. EDGE is exempt from federal income tax pursuant to the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. At present, EDGE is managed by a 55-member Board of Directors.

EDGE has two directly-held, wholly-owned subsidiaries (1) 5900 Success Drive Realty, LLC, and (2) 394 Hangar Road Corporation (the "Subsidiaries").

EDGE is charged with responsibility for promoting and overseeing economic development within Oneida County. EDGE also provides services to Herkimer County. EDGE's mission is to attract new businesses and residents to, and to retain existing businesses and residents in, the Mohawk Valley. In support of its mission, EDGE develops and implements an annual work plan at the beginning of each year against which it measures its performance.

In the course of its day-to-day operations, EDGE has occasion to procure various goods and services. To facilitate the acquisition of goods and services of maximum quality at the lowest possible cost, EDGE has adopted the procurement policies (the "Procurement Policies") hereinafter set forth and has asked its Subsidiaries to adopt the same Procurement Policies.

The Procurement Policies are intended to establish guiding principles and internal procedures relating to EDGE's procurement activities. They are not intended to and shall not create in or convey to third parties any substantive rights.

Notwithstanding anything to the contrary contained in the Procurement Policies, EDGE shall comply with the terms and conditions of each grant or contract it has with any federal or state funding source including terms and conditions relating to procurement.

As part of its procurement process, EDGE shall make an initial determination as to whether a proposed contract involves (1) the purchase and/or leasing of Commodities and/or Services or (2) a Construction/Renovation Project. Once EDGE makes that determination, it shall follow the applicable procurement policy set forth below.

1. Definitions.

As used herein, the following capitalized words shall have the following meanings:

"Commodities" shall mean goods, materials, equipment and supplies.

"Services" shall mean all services except for Exempt Services.

"Exempt Services" shall mean professional services and services requiring special technical skill, training, expertise or, in some instances, a license in order to render such services. Exempt Services shall include, without limitation, the services of attorneys, accountants, architects, surveyors, engineers,

consultants, financial advisors, appraisers, real estate brokers, real property managers, insurance brokers, bond underwriters, computer specialists, printers, investment managers, and public relations specialists.

"EDGE" shall mean Economic Development Growth Enterprises Corporation.

"Subsidiaries" shall mean EDGE's directly-held, wholly-owned subsidiaries: (1) 5900 Success Drive Realty, LLC and (2) 394 Hangar Road Corporation.

"Construction/Renovation Project" shall mean a project for the construction and/or renovation of buildings or other improvements on real property owned and/or leased by EDGE.

2. Purchases of Commodities and/or Services.

Unless provided otherwise by EDGE's Executive Committee, all purchases and/or leases of Commodities and/or Services are subject to the approval of EDGE's President, who shall make a good faith effort to solicit at least three (3) written quotes/proposals for any such purchase and/or lease involving an expenditure of more than $5,000.00. EDGE shall not be bound to award a purchase contract or lease to a vendor or supplier solely based on price. Quality and reliability of product, compliance with stated specifications, including proposed substitutions, service and warranties, delivery and installation schedules, and other factors deemed appropriate by EDGE are factors that EDGE may consider in selecting a vendor or supplier for the purchase and/or lease of Commodities and/or Services. In cases where a purchase contract or lease is awarded for reasons other than price, EDGE shall make a reasonable effort to document the rationale for its decision.

There may be instances where EDGE is able to acquire Commodities that are advertised by the State of New York under State contract administered by the Office of General Services ("OGS") or by the Federal Government under a federal contract overseen by the General Services Administration ("GSA"). In either event, the OGS or GSA list price shall be deemed to be the lowest price and EDGE shall not be required to solicit multiple quotes/proposals for the purchase and/or lease of such Commodities.

Purchases and/or leases of Commodities and/or Services involving an expenditure of $5,000.00 or less shall not require multiple price quotes/proposals. However, EDGE may consider making periodic solicitations to determine that its purchase and/or leasing of such Commodities and/or Services are based on competitive pricing and other considerations beneficial to EDGE.

3. Construction and/or Renovation Projects.

EDGE shall competitively bid all Construction and/or Renovation Projects involving an expenditure of more than $25,000.00. If specific State and/or federal procurement or contracting requirements apply, EDGE shall comply with such requirements. All other competitively bid Construction and/or Renovation Projects involving the expenditure of more than $25,000.00 shall be either by formal advertisement in a newspaper of record in Oneida County (Rome Sentinel or Observer Dispatch) or in the Dodge Report or, where applicable, in other federal and state bid publications.

Formally advertised construction and renovation work should include a pre-bid meeting for all interested bidders upon terms and conditions set forth in the EDGE bid documents. All competitive bids shall be submitted to EDGE in a sealed envelope and delivered to the EDGE offices by regular mail, overnight express mail, or in person before the scheduled bid opening date. EDGE, at its option, reserves the right to reject any bids received after the deadline set forth in the bid proposal. EDGE shall not consider bid proposals that are not sealed in an envelope, delivered by fax, or a verbal quotation from a potential bidder if sealed bid process is required. The bid opening shall be open to all interested parties.

EDGE shall document the bids received and then canvass the bids to ensure that the bidders have complied with the terms and conditions set forth in the bid specifications. After the canvas of bids is complete, EDGE, through its Executive Committee, shall review the canvas of bids and select the lowest responsible bidder to award a contract. If the lowest responsible bidder is unable to enter into a contract then EDGE may, at its option, either enter into a contract with the next lowest responsible bidder, or cancel the bid process and advertise for new bids. Where a winning bidder is unable or unwilling to enter into a contract with EDGE, then EDGE shall have the right to demand that such bidder forfeit its bid security, and may, upon advice of legal counsel, pursue all other remedies available to recover any documented damages.

Notwithstanding the above, in instances where a particular Construction and/or Renovation Project has an aggressive delivery schedule which, in EDGE's opinion, requires it to use "design-build" procedures or to retain the services of a construction manager to oversee the procurement of contractors and subcontractors, EDGE may, at its option and as an alternative to competitively bidding such Construction and/or Renovation Project, solicit written quotes/proposals from at least three (3) contractors who meet eligibility requirements established by EDGE.

Construction and/or Renovation Projects undertaken by EDGE involving an expenditure of $25,000.00 or less shall be handled by soliciting price quotations from multiple contractors selected by EDGE (i.e., invitations to at least three firms deemed by EDGE as having the capability and qualifications to perform the work as required by EDGE). For these types of projects, EDGE will accept written proposals and price quotations from such contractors based on a written proposal provided by EDGE. EDGE shall base its award on the lowest responsible price received.

4. Other Procurement Provisions.

EDGE may make emergency purchases without following the Procurement Policies set forth above where Commodities and/or Services must be purchased immediately and a delay in order to secure alternate proposals may threaten someone's life, health, safety, property or welfare. Emergency purchases will be made at the discretion of EDGE's President with appropriate documentation as to the nature of the emergency.

EXHIBIT B

Addendum

ADDENDUM

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

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

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

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
   d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

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

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, orother appropriate agency;

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

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

_____

____ _____

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

1. As a condition of the contract, the Contractor certifies that he or she will notengage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

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

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

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

c. The Contractor shall:

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

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

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

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

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate

against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable.

Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By:_____

Oneida County Executive

Approved as to Form only

Oneida County Attorney

Contractor

By:_____

Name:

MOHAWK VALLEY EDGE

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION
584 Phoenix Drive • Rome, New York 13441
315-338-0393 • 800-765-4990 • FAX 315-338-5694
E-Mail: info@mvedge.org • www.mvedge.org

FN 20 13 123

ECONOMIC DEVELOPMENT & TOURISM

WAYS & MEANS

March 20, 2013

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

RE: 2013 Mohawk Valley EDGE – Oneida County Contract

Dear Tony:

Attached are two copies of the proposed 2013 contract between Mohawk Valley EDGE and Oneida County. The proposed agreement includes the funds authorized in the current Oneida County Budget ($349,674.00) to Mohawk Valley EDGE. Mohawk Valley EDGE will carry out initiatives to improve the region's economy with emphasis on attracting new investment and growth as well as assisting Oneida County businesses with new opportunities.

EDGE looks forward to working with you and the leadership on the County Board in these challenging economic times. Please do not hesitate to contact me if you have any further questions.

Sincerely,

Steven J. DiMeo
President
Mohawk Valley EDGE

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

Anthony J. Picente, Jr.
County Executive

Date 4/9/13

CC: Laura Casamento, EDGE Board Chair
Greg Amoroso, County Attorney
Joseph Saunders, EDGE Counsel
Shawna Papale, Sr. Vice President EDGE

RECEIVED
APR - 9 2013

Oneida Co. Department: Planning

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Federal Agreement/Revenue ___

Oneida County Contract Summary

Name of Proposing Organization: Mohawk Valley EDGE

Title of Activity or Service: Cultural Contract

Proposed Dates of Operation: 1/1/13-12/31/13

Client Population/Number to be Served: Oneida County

Summary Statements

1) Narrative Description of Proposed Services: To publicize the advantages of Oneida County and the region.

2) Program/Service Objectives and Outcomes: Advancing, fostering and promoting general economic and industrial development within Oneida County and the region.

3) Program Design and Staffing:

Total Funding Requested: $349,674.00 **Account #:** A6432.495 & A6436.495

Oneida County Dept. Funding Recommendation: $349,674.00

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

Cost Per Client Served: ---

Past Performance Data: ---

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT (this "Agreement"), dated as of January 1, 2013, is by and between

COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 800 Park Avenue, Utica, New York 13501 (hereinafter referred to as the **"County"**), and

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION (doing business as Mohawk Valley EDGE), a not-for-profit corporation organized and existing under the laws of the State of New York, with its principal office and place of business located at 584 Phoenix Drive, Griffiss Business & Technology Park, Rome, New York 13441 (hereinafter referred to as **"EDGE"**).

WITNESSETH:

WHEREAS, EDGE is a New York not-for-profit corporation located within Oneida County and formed for the objects and the purposes, among others, of publicizing the advantages of Oneida County and the region by advancing, fostering and promoting general economic and industrial development within Oneida County and the region; and

WHEREAS, the Oneida County Board of Legislators (the "Board of Legislators"), by Resolution No. __ of 2013 (the "Resolution"), has authorized the expenditure of certain monies to pay for the services to be rendered by EDGE to the County pursuant to this Agreement; and

WHEREAS, the County Executive and Board of Legislators, as the policy making branches of County government, desire that the services described herein be consolidated under the aegis of, and be performed by, a single economic development organization, to wit: EDGE, in order to better facilitate the growth and development of Oneida County and represent the interests of all residents of Oneida County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in accordance with the provisions of Section 224 of the County Law, it is agreed by and between the parties hereto as follows:

1. The term of this Agreement shall be for one (1) year beginning on **January 1, 2013 and ending December 31, 2013**. The County reserves the right to terminate this Agreement upon thirty (30) days' written notice to EDGE in the event that EDGE shall fail to perform any of its obligations set forth herein, and such failure shall not have been rectified by EDGE within said thirty (30) day period.

2. Pursuant to this Agreement, EDGE shall act as an independent contractor providing services to the County, in return for which EDGE shall receive payment from the County as hereinafter described. Such payment will constitute part of EDGE's total 2013 revenue, which revenue EDGE will use to further its corporate purposes including, without limitation, serving as the lead economic development organization in Oneida County. To that end, EDGE's goals in providing the herein described services to the County shall be to form and implement economic development policies that will help Oneida County and the region

retain population and attract people, increase the number of jobs, particularly jobs that are career opportunities, and increase, by improving general economic conditions, the standard of living for residents of Oneida County. The parties acknowledge that EDGE, as an independent contractor, shall have control over the means and methods used to make and implement economic development policies designed to achieve the aforesaid goals. However, EDGE recognizes the strong interest and role of the County Executive and the Board of Legislators in the making of policy with regard to general economic development in Oneida County and shall consult with the County Executive and the Board of Legislators in the formulation of such policy.

3. EDGE shall, upon the request of the Board of Legislators and/or the Economic Development and Tourism Committee thereof, provide periodic updates, in writing and/or in person, to the Board of Legislators and/or the Economic Development and Tourism Committee thereof, as the case may be, on its activities pursuant to this Agreement, excepting from such updates information which is subject to a confidentiality agreement, information which has been expressly prohibited from disclosure by a business prospect, existing employer or other entity and/or information which EDGE reasonably deems confidential. EDGE's President shall also participate fully in economic and community development meetings with the County Executive, the Director of Work Force Development, the Commissioner of Planning and others invited by the County Executive, which said meetings shall occur on a monthly basis. The Economic Development and Tourism Committee of the County Board of Legislators and the County Executive shall monitor EDGE's performance under the terms of this Agreement and make recommendations with regard to such performance.

4. EDGE shall provide, on request, reports on its activities to the County Executive, members of the Board of Legislators, or any duly appointed committee thereof, excepting from such reports information which is subject to a confidentiality agreement, information which has been expressly prohibited from disclosure by a business prospect, existing employer or other entity and/or information which EDGE reasonably deems confidential concerning prospective or existing projects. At least once each quarter, EDGE shall report to the County Executive on any companies that have received financial assistance through EDGE. Specifically, EDGE shall report on the total employment among these companies and whether these companies are in compliance with applicable job creation and job retention requirements., EDGE shall also report to the County Executive on other major changes in business activities in the County of which EDGE is aware, excepting from such reports information which is subject to a confidentiality agreement, information which has been expressly prohibited from disclosure by a business prospect, existing employer or other entity and/or information which EDGE reasonably deemed confidential.

5. Pursuant to this Agreement, EDGE shall, as part of its duties to publicize the advantages of Oneida County and the region by overseeing and facilitating overall general economic development:

5.1.1 Implement and update, as deemed necessary, the Regional Economic Development Strategy that was prepared in 1997 by Deloitte Touche & Fantus Consulting, and continue appropriate outreach to focus on the development and implementation of local strategies for restoring Oneida County and the region's population and addressing Oneida County and the region's work force development needs. Building on past efforts, EDGE, with community stakeholders such as the Community Foundation of Herkimer and Oneida

Counties, Inc., and others, shall undertake an effort to identify key community indicators and develop regional strategies and shared community vision that will provide a comprehensive approach to improving the region's community development (e.g., education, culture and arts, health, work force development, transportation, and community development initiatives) as an integral component of an overarching economic development strategy.

5.1.2 Publicize the advantages of Oneida County and the Mohawk Valley as a desirable area for businesses to locate and expand by targeting marketing efforts to strategic industry clusters indentified in the EDGE 2013 Annual Plan. Through its marketing and promotional activities, attract and encourage industry and businesses to locate or expand in Oneida County and thus facilitate the general economic growth and development of Oneida County. EDGE shall provide to the County Executive and the leadership of the Board of Legislators, no later than February 1, 2013, a targeted marketing and promotion plan regarding how EDGE intends to publicize and promote Oneida County and the Mohawk Valley as a location for business expansions within key industry clusters being targeted by EDGE.

5.1.3 Maintain a systematic program for visiting area businesses and firms and communicating with them on (i) the available programs and services offered by and through conduits of Oneida County, (ii) the identification of issues or problems that may adversely impact a business or firm's economic well-being and the maintenance of its operations and continued presence within Oneida County, and (iii) the opportunities for growth and expansion within Oneida County and/or the Mohawk Valley that may occur as a result of assistance provided through EDGE, other economic development agencies, and/or state and/or local government support. EDGE shall make the County Executive aware of key business outreach visits that would warrant his participation. EDGE shall coordinate business outreach activities, visits, and business development projects with the Regional Office of the Empire State Development Corporation, the Workforce Investment Board, and, to the extent necessary or desirable, its other economic development and educational partners.

5.1.4 Report, in writing, excepting from such reports information which is subject to a confidentiality agreement, information which has been expressly prohibited from disclosure by a business prospect, existing employer or other entity and/or information which EDGE reasonably deems confidential, to County and affected local government officials at the earliest possible instance (after EDGE acquires actual knowledge thereof) of potential economic development projects in their respective communities, and notify the County and affected local government officials at the earliest possible time (after EDGE acquires actual knowledge thereof) that an existing employer in their respective communities may relocate elsewhere in or outside of Oneida County.

5.1.5 Provide prompt attention to, and follow-up on, leads regarding new economic development, businesses or industries and participate with the County in an outreach to existing businesses and industries in Oneida County and maintain a record of all leads, contacts and follow-up efforts with existing businesses and prospects and, upon request, provide County officials, except for

confidential information on clients or leads, reports on potential economic development projects.

5.1.6 Administer and oversee management of the EDGE Job Development Loan Fund, and other revolving loan fund accounts under its control or management. Within such funding made available and so identified, EDGE shall maintain a targeted Small Business Development Loan Program capitalized with funding secured from the U.S. Department of Housing and Urban Development (HUD) under the HUD Small Cities Program and the NYS Small Cities Program to specifically address unique small business financing needs.

5.1.7 Prepare proposed financing assistance and economic development incentives packages for businesses that are looking to expand or locate within Oneida County, and develop funding strategies for special economic develop projects and initiatives.

5.1.8 Administer and monitor the Oneida County Empire Zone Program and the new Excelsior Program approved by New York State for specific sites in Oneida County in cooperation with the County Executive's Office.

5.1.9 Make itself available to administer various Federal and state grants obtained by the County for various economic development projects upon such terms and conditions as may by mutually satisfactory to the County and EDGE . These grants would include, but not be limited to, grants received through the Office Community Renewal for projects within Oneida County.

5.1.10 Provide necessary technical support for designated Build Now sites and/or key development sites in Oneida County and Herkimer County, and provide technical assistance and necessary staff support for pre-permit approval and development of other key development sites and vacant/underutilized facilities.

5.1.11 Provide marketing and staff assistance for aviation-related economic development opportunities at Griffiss International Airport. Specifically, EDGE will: (i) work cooperatively with Oneida County, the County's Aviation Department, and Griffiss Local Development Corporation ("GLDC") on the development and funding of a marketing program to attract new and expanded aviation-related uses at Griffiss International Airport (i.e., EDGE, with the concurrence of GLDC, will assist GLDC in using funds from the GLDC marketing budget, contingent on an appropriate funding match from the County, for marketing of the Griffiss International Airport for aviation economic development opportunities); (ii) provide economic development services to the County and the County's Aviation Department to identify and handle aviation leads, develop financing and incentives proposals required for new and expanding aviation development opportunities, coordinate negotiations for the lease of existing buildings at Griffiss International Airport or for the development of new aviation facilities that would be built, and provide other economic development support that will enable the County to expand aviation activity at the Griffiss International Airport. Costs for outward marketing (trade shows, sales calls, development of

marketing materials) are not an obligation of EDGE and would require appropriation of funds by GLDC and Oneida County at Griffiss.

It is further understood and agreed that the County will be solely responsible for all decisions related to the operation of the Griffiss International Airport, complying with FAA requirements, providing appropriations for capital projects at Griffiss International Airport and providing funding for annual Airport O&M costs required to operate Griffiss International Airport. Pursuant to state and local law, any prime leases of property at the Griffiss International Airport will be subject to approval by the Oneida County Board of Legislators and the Federal Aviation Administration (FAA).

5.1.12 EDGE shall continue to work with the County on the completion of a master reuse plan for the former Oneida County Airport and Oneida County Airport Business Park in Oriskany, New York (a/k/a the "Oneida County Business Park") to address opportunities to reuse the vacant lands for long-term economic development and address concerns by the current businesses within the Oneida County Business Park on ongoing needs for maintenance and repairs to the Oneida County Business Park infrastructure (e.g., roads, drainage ditches, and utilities). The plan will also strive to rebrand and rename the Oneida County Business Park. The reuse strategy will seek to integrate the Oneida County Business Park with any potential plans to expand the Oneida County Business Park by redeveloping the lands that the County owns and which are now vacant or underutilized as a result of the relocation of the Oneida County Airport to Griffiss.

5.1.13 Maintain implementation of a communications program that conveys information to the general public on EDGE projects and activities. EDGE's communications program will (i) disseminate information by publishing quarterly newsletters, and maintaining a website (ii) prepare collateral marketing materials and other reports that inform the community about EDGE-sponsored or EDGE-supported projects and activities, (iii) provide regular presentations and updates to community and civic organizations, and governmental officials on economic development matters, (iv) arrange for the issuance of press releases, and (v) respond to inquiries from the media regarding economic development projects and activities.

5.1.14 Undertake special projects, enter into technical assistance contracts with local governments, develop and administer community and economic development initiatives, and complete or cause to be completed studies that will further the economic growth and development of Oneida County and the Mohawk Valley. In addition, EDGE will facilitate the reaching out to and development of contacts with various community groups, Chambers of Commerce and other strategic publics in the region on the regional effort to encourage economic development.

5.1.15 Help coordinate activities by the Griffiss Institute Inc. to provide training, establish a business accelerator program, and other business assistance to companies and businesses involved in information technology and cyber-operations.

5.1.16 Assist the County, Cornell Cooperative Extension, and other federal and state government agencies on implementing the County's Agricultural and Rural economic development programs.

6. EDGE shall use its best faith efforts to raise private sector monies or lending commitments in an amount equal to or in excess of funds appropriated by the County for economic development purposes in 2013 with a goal that each party hereto shall raise and/or commit appropriate funds for an incentive effort for economic development. Any and all economic development incentive funds shall be administered by EDGE pursuant to a written protocol that shall include loan and grant criteria and conflict of interest provisions. The County may contribute to the fund-raising effort as indicated.

7. For the services actually provided by EDGE to the County pursuant to the terms of this Agreement, the County agrees to pay EDGE the sum of **Three Hundred Forty Nine Thousand Six Hundred Seventy Four and 00/100ths Dollars ($349,674.00)** in semi--annual payments of **One Hundred Seventy Four Thousand Eight Hundred Thirty Seven and 00/100ths Dollars ($174,837.00)**.

   Anything to the contrary contained in this Agreement notwithstanding, no County money shall be paid to EDGE hereunder until a memorandum receipt, signed by EDGE's principal officer and disbursing officer, to wit: its President and Chief Financial Officer, respectively, agreeing to comply with the terms of the Resolution, is delivered to the County Treasurer.

8. EDGE shall file an annual report and budget of its expenditures and receipts with the Clerk to the Board of Legislators.

9. EDGE shall indemnify and hold harmless the County and its officers, agents, and employees from any claims, demands, causes of action and judgments arising out of injuries to person or property of whatever kind or nature caused by the negligence of EDGE, its employees or agents, in the performance of its duties under the terms of this Agreement.

10. In the performance of this Agreement, EDGE will at all times act in its own capacity and rights as an independent contractor, and nothing contained herein shall be construed to make EDGE an agent or partner of, or joint venturer with, the County.

11. The County acknowledges that it did not "create" EDGE. Moreover, nothing contained in this Agreement shall be deemed to make the County a "sponsor" or "affiliate" of EDGE.

12. Whenever EDGE shall use the funding provided herein for the procurement of goods and services, EDGE shall be governed by the EDGE Procurement Policies set forth in **Exhibit A**, attached hereto and made a part of this Agreement.

13. The Addendum attached hereto as **Exhibit B** is hereby incorporated into and made a part of this Agreement to the extent applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective parties hereto as of the day and year first above written.

COUNTY OF ONEIDA:

By:_____ Date:_____
Anthony J. Picente, Jr
County Executive

ECONOMIC DEVELOPMENT GROWTH ENTERPRISES CORPORATION:

By: Laura Casamento Date: 4/1/13
Laura Casamento
Chairperson

Approved As To Form
ONEIDA COUNTY ATTORNEY
By Doug J Ann

EXHIBIT A

EDGE Procurement Policies

EDGE PROCUREMENT POLICIES

Economic Development Growth Enterprises Corporation ("EDGE") is a New York not-for-profit corporation. EDGE is exempt from federal income tax pursuant to the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. At present, EDGE is managed by a 55-member Board of Directors.

EDGE has two directly-held, wholly-owned subsidiaries (1) 5900 Success Drive Realty, LLC, and (2) 394 Hangar Road Corporation (the "Subsidiaries").

EDGE is charged with responsibility for promoting and overseeing economic development within Oneida County. EDGE also provides services to Herkimer County. EDGE's mission is to attract new businesses and residents to, and to retain existing businesses and residents in, the Mohawk Valley. In support of its mission, EDGE develops and implements an annual work plan at the beginning of each year against which it measures its performance.

In the course of its day-to-day operations, EDGE has occasion to procure various goods and services. To facilitate the acquisition of goods and services of maximum quality at the lowest possible cost, EDGE has adopted the procurement policies (the "Procurement Policies") hereinafter set forth and has asked its Subsidiaries to adopt the same Procurement Policies.

The Procurement Policies are intended to establish guiding principles and internal procedures relating to EDGE's procurement activities. They are not intended to and shall not create in or convey to third parties any substantive rights.

Notwithstanding anything to the contrary contained in the Procurement Policies, EDGE shall comply with the terms and conditions of each grant or contract it has with any federal or state funding source including terms and conditions relating to procurement.

As part of its procurement process, EDGE shall make an initial determination as to whether a proposed contract involves (1) the purchase and/or leasing of Commodities and/or Services or (2) a Construction/Renovation Project. Once EDGE makes that determination, it shall follow the applicable procurement policy set forth below.

1. Definitions.

As used herein, the following capitalized words shall have the following meanings:

"Commodities" shall mean goods, materials, equipment and supplies.

"Services" shall mean all services except for Exempt Services.

"Exempt Services" shall mean professional services and services requiring special technical skill, training, expertise or, in some instances, a license in order to render such services. Exempt Services shall include, without limitation, the services of attorneys, accountants, architects, surveyors, engineers,

consultants, financial advisors, appraisers, real estate brokers, real property managers, insurance brokers, bond underwriters, computer specialists, printers, investment managers, and public relations specialists.

"EDGE" shall mean Economic Development Growth Enterprises Corporation.

"Subsidiaries" shall mean EDGE's directly-held, wholly-owned subsidiaries: (1) 5900 Success Drive Realty, LLC and (2) 394 Hangar Road Corporation.

"Construction/Renovation Project" shall mean a project for the construction and/or renovation of buildings or other improvements on real property owned and/or leased by EDGE.

2. Purchases of Commodities and/or Services.

Unless provided otherwise by EDGE's Executive Committee, all purchases and/or leases of Commodities and/or Services are subject to the approval of EDGE's President, who shall make a good faith effort to solicit at least three (3) written quotes/proposals for any such purchase and/or lease involving an expenditure of more than $5,000.00. EDGE shall not be bound to award a purchase contract or lease to a vendor or supplier solely based on price. Quality and reliability of product, compliance with stated specifications, including proposed substitutions, service and warranties, delivery and installation schedules, and other factors deemed appropriate by EDGE are factors that EDGE may consider in selecting a vendor or supplier for the purchase and/or lease of Commodities and/or Services. In cases where a purchase contract or lease is awarded for reasons other than price, EDGE shall make a reasonable effort to document the rationale for its decision.

There may be instances where EDGE is able to acquire Commodities that are advertised by the State of New York under State contract administered by the Office of General Services ("OGS") or by the Federal Government under a federal contract overseen by the General Services Administration ("GSA"). In either event, the OGS or GSA list price shall be deemed to be the lowest price and EDGE shall not be required to solicit multiple quotes/proposals for the purchase and/or lease of such Commodities.

Purchases and/or leases of Commodities and/or Services involving an expenditure of $5,000.00 or less shall not require multiple price quotes/proposals. However, EDGE may consider making periodic solicitations to determine that its purchase and/or leasing of such Commodities and/or Services are based on competitive pricing and other considerations beneficial to EDGE.

3. Construction and/or Renovation Projects.

EDGE shall competitively bid all Construction and/or Renovation Projects involving an expenditure of more than $25,000.00. If specific State and/or federal procurement or contracting requirements apply, EDGE shall comply with such requirements. All other competitively bid Construction and/or Renovation Projects involving the expenditure of more than $25,000.00 shall be either by formal advertisement in a newspaper of record in Oneida County (Rome Sentinel or Observer Dispatch) or in the Dodge Report or, where applicable, in other federal and state bid publications.

Formally advertised construction and renovation work should include a pre-bid meeting for all interested bidders upon terms and conditions set forth in the EDGE bid documents. All competitive bids shall be submitted to EDGE in a sealed envelope and delivered to the EDGE offices by regular mail, overnight express mail, or in person before the scheduled bid opening date. EDGE, at its option, reserves the right to reject any bids received after the deadline set forth in the bid proposal. EDGE shall not consider bid proposals that are not sealed in an envelope, delivered by fax, or a verbal quotation from a potential bidder if sealed bid process is required. The bid opening shall be open to all interested parties.

EDGE shall document the bids received and then canvass the bids to ensure that the bidders have complied with the terms and conditions set forth in the bid specifications. After the canvas of bids is complete, EDGE, through its Executive Committee, shall review the canvas of bids and select the lowest responsible bidder to award a contract. If the lowest responsible bidder is unable to enter into a contract then EDGE may, at its option, either enter into a contract with the next lowest responsible bidder, or cancel the bid process and advertise for new bids. Where a winning bidder is unable or unwilling to enter into a contract with EDGE, then EDGE shall have the right to demand that such bidder forfeit its bid security, and may, upon advice of legal counsel, pursue all other remedies available to recover any documented damages.

Notwithstanding the above, in instances where a particular Construction and/or Renovation Project has an aggressive delivery schedule which, in EDGE's opinion, requires it to use "design-build" procedures or to retain the services of a construction manager to oversee the procurement of contractors and subcontractors, EDGE may, at its option and as an alternative to competitively bidding such Construction and/or Renovation Project, solicit written quotes/proposals from at least three (3) contractors who meet eligibility requirements established by EDGE.

Construction and/or Renovation Projects undertaken by EDGE involving an expenditure of $25,000.00 or less shall be handled by soliciting price quotations from multiple contractors selected by EDGE (i.e., invitations to at least three firms deemed by EDGE as having the capability and qualifications to perform the work as required by EDGE). For these types of projects, EDGE will accept written proposals and price quotations from such contractors based on a written proposal provided by EDGE. EDGE shall base its award on the lowest responsible price received.

4. Other Procurement Provisions.

EDGE may make emergency purchases without following the Procurement Policies set forth above where Commodities and/or Services must be purchased immediately and a delay in order to secure alternate proposals may threaten someone's life, health, safety, property or welfare. Emergency purchases will be made at the discretion of EDGE's President with appropriate documentation as to the nature of the emergency.

EXHIBIT B

Addendum

ADDENDUM

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

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
   d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

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

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, orother appropriate agency;

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

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

_____

_____

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

1. As a condition of the contract, the Contractor certifies that he or she will notengage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

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

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

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

c. The Contractor shall:

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

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

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

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

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate

against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable.

Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By:_____

Oneida County Executive

Contractor

By:_____

Name:

Approved as to Form only

Oneida County Attorney

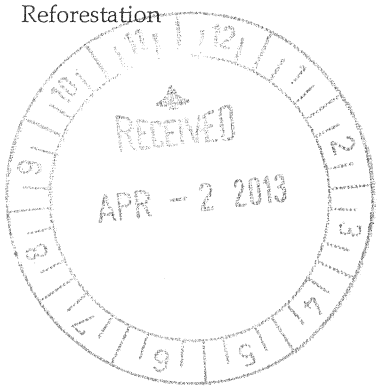
Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

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



March 26, 2013

FN 20 13 - 124
PUBLIC WORKS

WAYS & MEANS

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

Dear County Executive Picente,

Chapter 686 of the Laws of 1996 vested the State of New York with fiscal responsibility for interior cleaning and the performance of minor repairs in State court facilities. Accordingly, the State's Unified Court System, Office of Court Administration (OCA) has contracted with local municipalities for such services. In Oneida County, the facilities used by the State courts and court-related agencies are maintained under Contract C300194, by the Oneida County Department of Public Works.

Pursuant to Section I of the existing contract between the Unified Court System and Oneida County, it is necessary to establish a renewal period in the five year term of this agreement. Said renewal period shall commence April 1, 2012 and shall terminate March 31, 2013. During this 2012-2013 renewal period, all terms an conditions of the above referenced Agreement shall continue to apply except as specified below.

The proposed budget for services to be rendered pursuant to this contract in the 2012-2013 period shall be $540,701. The enclosed Appendix B, detailing the proposed budget for the renewal period, shall be incorporated into the Agreement and shall replace all prior Appendix B's.

This revenue was approved by the Oneida County Board of Legislators as part of the 2013 Operating budget in revenue line A3022.

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

Thank you for your support.

Sincerely,

Dennis S. Davis
Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 3/28/13

cc: Mark E. Laramie, PE, Deputy Commissioner

Oneida County DPW Contract Summary

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

Board of Legislators Approval Required **Yes**

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

Name of Contracting Organization: **State of New York**
Unified Court System
600 S. State Street
Syracuse, NY 13202

Title of Activity or Service: **Agreement Between UCS and Oneida County**
Court Cleaning and Minor Repairs
Annual Renewal

Description of Proposed Services: **Court Cleaning and Minor Repairs**

Total Funding Requested: **$540,701.00** Account Number **A3022**

Proposed Funding Source:
Federal ___
State **100%**
County ___
Other ___

Oneida County Department Staff Comments: ___

STATE OF NEW YORK
UNIFIED COURT SYSTEM
FIFTH JUDICIAL DISTRICT
ONONDAGA COUNTY COURTHOUSE
600 S. STATE STREET
SYRACUSE, NEW YORK 13202-3099
(315) 671-2111
FAX: (315) 671-1175

A. GAIL PRUDENTI
Chief Administrative Judge

MICHAEL V. COCCOMA
Deputy Chief Administrative Judge
Courts Outside New York City

JAMES C. TORMEY
Justice of Supreme Court
District Administrative Judge
Fifth Judicial District

MICHAEL A. KLEIN, ESQ.
District Executive

JAMES P. SHANAHAN
Principal Administrative
Assistant

March 13, 2013

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

Re: Agreement between UCS and Oneida County
for Court Cleaning and Minor Repairs (Contract No. C300194)
Annual Renewal Letter and Budget (Appendix B) for SFY 2012-2013

Dear County Executive Picente,

Please be advised that pursuant to Section I of the existing contract between the Unified Court System and Oneida County, we are hereby establishing a renewal period in the five year term of this agreement. Said renewal period shall commence on April 1, 2012 and shall terminate on March 31, 2013. During this 2012-2013 renewal period, all terms and conditions of the above referenced Agreement shall continue to apply, except as specified below.

The proposed budget for services to be rendered pursuant to this contract in the 2012-2013 period shall be $540,701. Pursuant to the provisions of Chapter 686 of the Laws of 1996, as amended to date, the maximum compensation for the 2012-2013 period shall be 100% of that amount. The attached revised Appendix B, detailing the proposed budget for the renewal period, shall be incorporated into the Agreement and shall replace all prior Appendix B's. The signatures below shall confirm acceptance of this renewal by Oneida County and by the UCS.

Contract Renewal Letter for Oneida County for SFY 2012-2013
(Contract No. C300194)

Accordingly, the original of this letter should be signed by an authorized representative of Oneida County, and the corresponding acknowledgment page should be notarized. Two sets of the signed original letter together with the related documents should be returned to this office.

Thank you.

Sincerely,

Michael A. Klein
District Executive

Accepted for: Oneida County

Name: _____

Title: _____

Dated: _____

Accepted for: Unified Court System

_____
Maureen McAlary
Deputy Director, Division of Financial Management

Dated: _____

Attachments

Contract Renewal Letter for Oneida County for SFY 2012-2013
(Contract No. C300194)

ACKNOWLEDGMENT

STATE OF NEW YORK
ONEIDA COUNTY

On the _____day of _____, 20____, personally came _____,

to me known, who, being by me duly sworn, did depose and say that he/she resides in _____,

that he/she is the _____(Title) of _____(Municipality),

the municipality described in and which executed the above instrument; and that he/she is authorized to

execute the above instrument on behalf of said municipality.

_____

NOTARY PUBLIC

Unified Court System

xls-format

Court Cleaning and Minor Repairs Proposed Budget Form

(Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)

State Fiscal Year: April 1, 2012 - March 31, 2013

Name of County or City : ONEIDA COUNTY

List of Court Buildings (Including County Clerk Space):

Name and Address of Each Building	Owned or Leased	Total Net Usable Square Feet	Court Spaces to be Cleaned and Repaired pursuant to this Budget Court Related Net Usable Sq. Ft.	NN Percentage
Utica Courthouse, 200 Elizabeth St., Utica, NY	Owned	122,508	120,158	98%
Rome Courthouse, 302 N. James St., Rome, NY	Owned	13,558	12,528	92%
County Office Building, 800 Park Ave., Utica, NY	Owned	226,800	10,155	4%
Sentinel Bldg., 301 W. Dominick St., Rome, NY	Owned	23,597	11,462	49%
Law Library, 235 Elizabeth St., Utica, NY	Owned	24,840	8,629	35%
Combined		411,303	162,932	40%

Note: Divide Court Sq. Ft by Total Sq. Ft for percent

Anticipated Changes in Location or Space Utilization :

Name and Address of Affected Building(s)	Nature of Changes	Target Date

1 Cleaning Costs :

1(a) Service Contracts

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Portion Attributable to Courts NN Percentage	Budget Request
1	NYS Ind. For the Disabled	Janitorial Services	Utica Courthouse	$257,243	98%	$252,098
2	NYS Ind. For the Disabled	Janitorial Services	Rome Courthouse	$40,170	92%	$36,956
3	NYS Ind. For the Disabled	Janitorial Services	Sentinel Bldg.	$69,285	49%	$33,950
4	NYS Ind. For the Disabled	Janitorial / Day Porter	County Bldg.	$464,210	4%	$18,568
5	NYS Ind. For the Disabled	Janitorial Services	Law Library	$49,496	35%	$17,324
6						
					1(a) Subtotal :	$358,896

1(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Portion Attributable to Courts NN Percentage	Budget Request
7						4%	$0
8						35%	$0
9							
10							
11							
12							
						1(b) Subtotal :	$0

1(c) Supplies and Equipment

	Type of Material	Building	Quantity / Unit	Costs	Portion Attributable to Courts NN Percentage	Budget Request
13	Cleaning Supplies	County Office Bldg		$2,164	4%	$87
14	Cleaning Supplies	Rome Courthouse		$500	92%	$460
15	Cleaning Supplies	Sentinel Building		$100	49%	$49
16	Cleaning Supplies	Law Library		$100	35%	$35
17	Cleaning Supplies	Utica Court House		$500	98%	$490
18						
19						
20						
21						
22						
					1(c) Subtotal :	$1,121

1(d) - Grand Total Cleaning Costs (1a+1b+1c) : 1(d) $360,017

2 Trash Removal and Disposal

2(a) Trash Removal

	Contractor or Agency	Building	Quantity / Unit	Costs	Portion Attributable to Courts NN Percentage	Budget Request
23	Waste Management	Utica Courthouse	Dumpsters	$0	98%	$0
24	City Of Rome	Rome Courthouse	Trash pick-up	$575	92%	$529
25	Waste Management	County Office Bldg.	Dumpsters	$0	4%	$0
26	Waste Management	Sentinel Building	Dumpsters	$0	49%	$0
27	Waste Management	Law Library	Dumpsters	$0	35%	$0
					2(a) Total :	$529

2(b) Trash Disposal

	Contractor or Agency	Building	Quantity / Unit	Costs	Portion Attributable to Courts NN Percentage	Budget Request
28	Oneida-Herkimer Solid Waste	Utica Courthouse	Truck load	$0	98%	$0
29	Oneida-Herkimer Solid Waste	County Office Bldg.	Truck load	$0	4%	$0
30	Oneida-Herkimer Solid Waste	Law Library	Truck load	$0	35%	$0
31						
32						
					2(b) Total :	$0

2(c) - Grand Total Trash Removal & Disposal (2a+2b) : 2(c) $529

3 HVAC Cleaning Costs

3(a) Duct Work Cleaning and Filter Changing By Service Contract

	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Portion Attributable to Courts NN Percentage	Budget Request
33	Air-Pure	Clean air ducts	Utica Courthouse	$0	98%	$0
34	Air-Pure	Clean air ducts	Sentinel Building	$0	51%	$0
35	Air-Pure	Clean air ducts	Law Library	$0	42%	$0
36						
37						
38						
					3(a) Subtotal :	$0

3(b) Duct Work Cleaning and Filter Changing by Local Payroll

	No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Portion Attributable to Courts NN Percentage	Budget Request
39	1	Utica Courthouse	$775	$384	$1,159	98%	$1,136
40	1	Rome Courthouse	$850	$425	$1,275	92%	$1,173
41	1	County Office Bldg.	$762	$377	$1,139	4%	$46
42	1	Sentinel Building	$300	$149	$449	49%	$220
43	1	Law Library	$900	$446	$1,346	35%	$471
44							
						3(b) Subtotal :	$3,045

3(c) Filter Changing - Filters Only

	Type of Material	Building	Quantity / Unit	Costs	Portion Attributable to Courts NN Percentage	Budget Request
45	Filters	Utica Courthouse	144	$3,589	98%	$3,517
46	Filters	Rome Courthouse	120	$1,128	92%	$1,038
47	Filters	County Office Building	406	$6,918	4%	$277
48	Filters	Sentinel Building	130	$1,192	49%	$584
49	Filters	Law Library	120	$643	35%	$225
50						
					3(c) Subtotal :	$5,641

3(d) - Total - HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): 3(d) $8,686

4 Totals for all "Cleaning Costs" : Grand Total Boxes 1d + 2c + 3d : 4 $369,232

7 Building Maintenance

7(a) Service Contracts use following codes : a - Pest Control
b - Elevators
c - HVAC
d - Telephone Wiring
e - Security & Alarm Systems
f - Other (Identify)

	Code	Contractor	Type Work Performed	Building	Contract Amounts for Budget Period	Portion Attributable to Courts NN Percentage	Budget Request
62	a,b,c,e,f	See attached list		County Office Bldg.	$89,561	4%	$3,582
63	a.c,d,e,f	See attached list		Utica Courthouse	$37,782	98%	$37,026
64	a,b,c,d,e,f	See attached list		Rome Courthouse	$6,788	92%	$6,245
65	a,b,c,d,e,f	See attached list		Sentinel Building	$13,722	49%	$6,724
66	a,b,c,d,e,f	See attached list		Law Library	$6,200	35%	$2,170
67							
68							
69							
70							
						7(a) Subtotal :	$55,748

7(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringes	Total Costs	Portion Attributable to Courts NN Percentage	Budget Request
71	3	Utica Courthouse	$141,958	$70,269	$212,227	98%	$207,982
72	1	Rome Courthouse	$42,645	$21,109	$63,754	92%	$58,654
73	7, 1PT	County Office Building	$341,396	$168,991	$510,387	4%	$20,415
74	3	Sentinel Building	$113,850	$56,356	$170,206	49%	$83,401
75	1PT	Law Library	$9,480	$4,693	$14,173	35%	$4,961
76							
						7(b) Subtotal :	$375,413

7(c) Supplies and Equipment

	Type of Material	Building	Quantity / Unit	Costs	Portion Attributable to Courts NN Percentage	Budget Request
77	Carpet, paint, plumbing	Utica Courthouse		$12,029	98%	$11,788
78	supplies, electrical supplies,	Rome Courthouse		$2,987	92%	$2,748
79	wire, nuts, bolts, small tools	County Office Building		$29,795	4%	$1,192
80		Sentinel Building		$5,570	49%	$2,729
81		Law Library		$500	35%	$175
					7(c) Subtotal :	$18,633

7(d) Total - Building Maintenance Costs (Total Boxes 7a, 7b, 7c): 7(d) $449,793

8 Landscaping and Grounds Maintenance

8(a) Service Contracts

	Contractor	Work Performed	Building	Contract Amounts for Budget Period	Portion Attributable to Courts NN Percentage	Budget Request
82	NYS Ind. For the Disabled	Groundskeeping	Sentinel Bldg	$8,973	49%	$4,397
83	NYS Ind. For the Disabled	Groundskeeping	County Bldg	$13,887	4%	$555
84	NYS Ind. For the Disabled	Groundskeeping	Utica Courthouse	$13,887	98%	$13,609
85						
86						
87						
					8(a) Subtotal :	$18,562

8(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringes	Total Costs	Portion Attributable to Courts NN Percentage	Budget Request
88	7FT,1PT	County Office Building	$2,598	$1,286	$3,884	4%	$155
89	3	Utica Courthouse,	$1,123	$556	$1,679	92%	$1,545
90	3	Sentinel Building	$1,029	$509	$1,538	98%	$1,507
91	1	Rome Courthouse	$809	$400	$1,209	35%	$423
92	1PT	Law Library	$826	$409	$1,235	49%	$605
93							
						8(b) Subtotal :	$4,236

8(c) Supplies and Equipment

	Type of Material	Building	Quantity / Unit	Costs	Portion Attributable to Courts NN Percentage	Budget Request
94	Grass seed, flowers, bulbs	OCOB		$18,376	4%	$735
95	ice melt, bulk salt, fertilizer,	Rome Courthouse		$4,111	92%	$3,782
96	shovels, scrapers, snowthrow	Utica Courthouse		$7,751	98%	$7,596
97	weedeaters	Law Library		$3,136	35%	$1,098
98		Sentinel Bldg		$3,136	49%	$1,537
					8(c) Subtotal :	$14,747

8(d) Total - Landscaping and Grounds Maintenance Costs (Total Boxes 8a, 8b, 8c) : 8(d) $37,544

9 Total - Buildings, Landscaping and Grounds Maintenance and Repairs Costs (7d+8d) : 9 $487,338

10 Total Cost Reimbursable @25% = (Box 9 x 25%) 10 $121,834

11 Total Proposed Direct Costs (Item 6 + Item 10) :	11	$491,546
12 Overhead Costs (Item 11 x .10):	12	$49,155
13 Total Proposed Contract Amount (Item 11+Item 12):	13	$540,701

14 Local Government Certification :

I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

Name:	Mark E. Laramie	County or City :	Oneida County
Signature :		Phone :	(315) 793-6236
Date :	January 17, 2013	Address :	6000 Airport Road
Title :	Deputy Commissioner		Oriskany, NY 13424

ENDNOTES:

Use budget line numbers to reference remarks or explanations.

Line No.	Explanatory Text

ONEIDA COUNTY BOARD OF LEGISLATORS

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

April 3, 2013

FN 20 13 - 125

RECEIVED
APR - 3 2013

PUBLIC WORKS

WAYS & MEANS

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

Honorable Members:

I am putting forward a proposed Local Law from Legislator Edward P. Welsh that will adopt a rule that states, in the future any new or amended schedule of charges only apply to usage occurring on or after the effective date of said schedule.

I hereby refer Mr. Welsh's proposal to the full Board for consideration at the meeting of **May 8th, 2013.**

Respectfully submitted,

Gerald J. Fiorini

GERALD J. FIORINI
CHAIRMAN OF THE BOARD

GJF:pp
attachment

ONEIDA COUNTY BOARD OF LEGISLATORS

Edward P. Welsh ♦ PO Box 8015 ♦ Utica, NY 13505-8015 ♦ 941-6036

April 3, 2013

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

RE: Oneida County Sewer District Rates

Dear Chairman Fiorini,

I am sending this letter today to put forth a Local Law adopting a rule that any new or amended schedule of charges for any consumers within the Oneida County Sewer District shall only have a prospective effect. The intent of this Local Law is to prohibit retroactive effect of any schedule of charges for any consumers within the Oneida County Sewer District, so that any future schedule of charges shall only apply to usage occurring on or after the effective date of said schedule.

Please find attached a copy of the proposed Local Law as drafted by our County Attorney for your review. Please feel free to contact me if you have any questions or concerns regarding this matter.

If agreeable, please expedite distribution of this communication for the April 8th Public Works Committee meeting.

Sincerely,

Edward P. Welsh [ed]

Edward P. Welsh
Oneida County Legislator, R-21st

INTRODUCTORY NO. *F.N.*

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY:
2ND BY:

RE: A LOCAL LAW ADOPTING A RULE THAT THAT ANY NEW OR AMENDED SCHEDULE OF CHARGES FOR ANY CONSUMERS WITHIN THE ONEIDA COUNTY SEWER DISTRICT SHALL ONLY HAVE A PROSPECTIVE EFFECT

Legislative Intent: The intent of this local law is to prohibit retroactive effect of any schedule of charges for any consumers within the Oneida County Sewer District, so that any future schedule of charges shall only apply to usage occurring on or after the effective date of said schedule. The purpose of this local law is to avoid cynicism and to avoid the undermining of public confidence.

WHEREAS, New York County Law Section 264 gives the Oneida County Board of Legislators the power to adopt rules and regulations for the operation of the Oneida County Sewer District,

NOW, THEREFORE, BE IT ENACTED by the Board of County Legislators of the County of Oneida, State of New York, as follows:

It shall hereinafter be a rule in the Oneida County Sewer District that any new or amended schedule of charges for any consumers within the Oneida County Sewer District shall only have a prospective effect and shall only apply to usage occurring on or after the effective date of said schedule.

This local law shall take effect upon filing of the Secretary of State in accordance with Section 20, 21 and 27 of the New York State Municipal Home Rule Law

APPROVED: Public Works Operations ( )
Ways & Means Committee ( )

DATED:

Adopted by the following roll call vote:
AYES___NAYS___ABSENT___

DRAFT

Oneida County Department of Public Works

ANTHONY J. PICENTE JR.
County Executive

DENNIS S. DAVIS
Commissioner

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

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

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APR - 9 2013

FN 20 13 - 126

April 5, 2013

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

The 2013-2014 New York State budget includes additional funding for the Consolidated Highway Improvement Program (CHIPS). CHIPS provides reimbursement to local municipalities for highway related capital improvement projects.

Oneida County's is now eligible to request a maximum reimbursement of $4,039,716.51 for highway related capital improvement projects. This is $627,000.00 more than originally anticipated and accounted for in the 2013 County budget.

Therefore, I respectfully request an amendment to Capital Project H-477, Consolidated County Road Program, as follows.

	Current Authorization	Requested Increase	Requested Authorization
Bond Proceeds	$3,890,000.00	$0.00	$3,890,000.00
State Aid	$0.00	$627,000.00	$627,000.00
Total	$3,890,000.00	$627,000.00	$4,517,000.00

If you agree please forward this request to the Oneida County Board of Legislators for consideration.

Thank you for your support.

Sincerely,

Dennis S. Davis
Commissioner

cc: Mark E. Laramie, PE, Deputy Commissioner

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

Anthony J. Picente, Jr.
County Executive

Date 4/9/13

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

CHIEF TRIAL COUNSEL
Leland D. McCormac III, Esq.

CHIEF APPELLATE COUNSEL
Patrick J. Marthage, Esq.
Jennifer M. Compo, Paralegal

PAROLE REVOCATION SECTION
James F. Kehoe, Esq.
Karrie L. Livingston, Sr. Office Specialist

SENIOR INVESTIGATOR
James J. Laribee

CONFIDENTIAL INVESTIGATOR
Christian M. Nebush
SPECIAL INVESTIGATOR
Nicholas J. LaBella

CONFIDENTIAL SECRETARY
Patricia A. Potter

Oneida County Public Defender
Criminal Division
250 Boehlert Center at Union Station
321 Main Street
Utica, New York 13501
Telephone: (315) 798-5870 • Fax: (315) 734-0364
e-mail: Pubdef@ocgov.net

Branch Offices

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

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

VIOLENT CRIMES SECTION
First Assistant Public Defenders
David A. Cooke, Esq.
Luke A. Nebush, Esq.
Adam P. Tyksinski, Esq.

MAJOR CRIMES SECTION
First Assistant Public Defender
Tina L. Hartwell, Esq.
Assistant Public Defenders
Elizabeth M. Cesari, Esq.
JoAnna R. Feiner, Esq.
Sarah A. Mietz, Esq.
Cory A. Zennamo, Esq.

CITY COURTS SECTION
First Assistant Public Defender
David L. Arthur, Esq. – Rome
Assistant Public Defenders
James P. Godemann, Esq. – Utica
Jonathan B. Stroble, Esq. – Utica
Benjamin D. Agata-Utica
Doreen M. St. Thomas, Esq.

FN 20 13-127

PUBLIC SAFETY
WAYS & MEANS

RECEIVED
MAR 18 2013
Oneida County Executive's Office

RECEIVED
MAR 19 2013

Monday, March 11, 2013

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

Re: Certification of Section 606 Expenses
Keith Bowen, Justice Butler, Childs E. Dennis, Kemal Fletcher, Tyrell L. Harper, Damin Kelly, Wernel Martinez, Samuel D. Monroe, Charles Nieves, Mark Smith, David Ortega, Jeremias Santiago, Junaun Simmons and Michael J. Wagner, being inmates of the State of New York

Dear Mr. Picente:

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

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

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

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

Sincerely,

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

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

Anthony J. Picente, Jr.
County Executive

Date 3/19/13

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

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

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

STATE OF NEW YORK) ss:
COUNTY OF ONEIDA)

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

1. I am a duly licensed attorney-at-law in the State of New York and the Public Defender, Criminal Division in and for the County of Oneida and make this affidavit for the purpose of certifying to the Oneida County Board of Legislators and the State of New York that the legal services of the attorneys and staff assigned to the above-mentioned matters are true and accurate.

2. All rates for legal services are based upon Section 722-b of the County Law of the State of New York.

3. The following times and dates represent legal services provided by this office on behalf of the following inmates, to wit: Keith Bowen, Justice Butler, Childs E. Dennis, Kemal Fletcher, Tyrell L. Harper, Damin Kelly, Wernel Martinez, Samuel D. Monroe, Charles Nieves, Mark Smith, David Ortega, Jeremias Santiago, Junaun Simmons and Michael J. Wagner, being inmates of the State of New York pursuant to Section 606 of the Correction Law of the State of New York. A true and accurate copy of the indictment follows the itemization of expenses for each inmate.

TOTAL OF EXPENSES

People v. Keith Bowen		$1,100.28
People v. Justice Butler		$85.22
People v. Childs E. Dennis		$639.58
People v. Kemal Fletcher		$1,211.83
People v. Tyrell L. Harper		$1,687.72
People v. Damin Kelley		$701.24
People v. Wernel Martinez		$926.52
People v. Samuel D. Monroe		$1,095.81
People v. Charles Nieves		$1,142.41
People v. Mark Smith		$1,497.14
People v. David Ortega		$625.74
People v. Jeremias Santiago		$1,066.58
People v. Junaun Simmons		$85.22
People v. Michael J. Wagner		$143.00
	TOTAL:	**$12,008.29**

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

Dated: March 12, 2013

Frank J. Nebush, Jr.

Subscribed and sworn to before me this
12th day of March, 2013

KARRIE L. LIVINGSTON
Notary Public, State of New York
Qualified in Oneida County
My Commission Expires 7/28/16
01LI6190619

PROPOSED RESOLUTION

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

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

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

WHEREAS, the Oneida County Public Defender, Criminal Division has certified to the Oneida County Board of Legislators that the expenses incurred by him while undertaking said legal representation amounted to the sum of **$12,008.29** for undertaking the legal defense of:

Keith Bowen, Justice Butler, Childs E. Dennis, Kemal Fletcher, Tyrell L. Harper, Damin Kelly, Wemel Martinez, Samuel D. Monroe, Charles Nieves, Mark Smith, David Ortega, Jeremias Santiago, Junaun Simmons and Michael J. Wagner, being inmates of the State of New York

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

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

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

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

RECEIVED
MAR 19 2013

March 13, 2013

FN 20 13 - 128

PUBLIC SAFETY

WAYS & MEANS

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

Honorable Members:

I have been informed by my Director of Emergency Services that his department has received $257,229 from New York State 911 fund. These funds are distributed each year by New York State to help improve the infrastructure of the 911 system. The Director has earmarked $86,000 of this funding to be used to pay for an aerial mapping that needs to be done.

The additional funds are also going to be used for other improvements that are currently in the developmental stage. Again, I would like to reiterate these funds have already been received by the County and are available to fund this Pictometry contract and other necessary improvements to the 911 system but it is necessary to amend the current capital project.

I therefore request your Board approval for to amendment **Capital Project H-340 – Emergency Services – E – 911 Cell Phone Enhancements:**

	CURRENT	CHANGE	PROPOSED
State Aid	$ 2,392,476.	+ $ 257,229.	$ 2,649,705.
TOTAL:.....	$ 2,392,476.	+ $ 257,229.	$ 2,649,705.

Respectfully submitted,

Anthony J. Picente, Jr.
County Executive

Attach.
CC: County Attorney
Comptroller
Budget Director
Dir. Of Emergency Services

ONEIDA COUNTY EMERGENCY COMMUNICATIONS

Anthony J. Picente, Jr., County Executive
120 Base Rd. Oriskany, NY 13424

Kevin W. Revere, Director
(315) 765-2526 Fax (315) 765-2529

February 12, 2013

FN 20 13-129

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

PUBLIC SAFETY
WAYS & MEANS

Anthony J. Picente, Jr.
County Executive

Date 3/19/13

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

Dear County Executive Picente,

Changes in emergency communications technology have challenged our operations like never before. The ability to keep up with technical advances is an ever-growing problem, given the mobility of society and their reliance on mobile communication devices. Also true are the changes to emergency responder communications that are constantly evolving.

Counties to our west (Onondaga. Madison, Cayuga, Oswego, Cortland) have formed a consortium of emergency communications centers. I'm told Lewis and Jefferson are in the process of becoming a part of the consortium also. Their goal is to exchange information and to share equipment, tower space and maintenance costs. Although Oneida County currently has a patchwork of unlike radio systems, coverage issues are not as critical as was the case for some of those counties who had to upgrade their antiquated systems. We still have to look to the future and plan for the inevitability that our current systems will eventually no longer be supported.

I request that we join the Central New York Interoperable Communications Consortium in an effort to hear new ideas, gain insight into communication developments and share resources. Standard practice is that the legislature from each county pass a resolution endorsing our membership as a sign of the county's commitment to provide the best emergency communications possible and work jointly with our neighbors on matters of mutual interest. Please note that there is no financial obligation to Oneida County and there are no immediate plans to change our radio systems.

I've included information of the consortium for you review along with a draft resolution that was provided by a member county. If you have any questions, please advise me. Thanks for your help.

Sincerely,

Kevin W. Revere
Director

Received
MAR 19 2013

Central New York
Interoperable Communications Consortium

This is a concept paper to seek agreements from five counties for the sole purposes of developing a common communications network and obtain the funding to support it.

Central New York Interoperable Communications Consortium
CNYICC

Executive Goal

To provide a seamless wireless communications system for governmental public safety/service agencies through out the five county regions consisting of Cayuga, Cortland, Onondaga, Oswego and Madison Counties.

Mission Statement

To provide wireless UHF narrow band, trunked simulcast communications network for all first responders in the CNYICC area. To encourage participation in the CNYICC thereby reducing member agency costs. To continue to seek alternative funding methods to reduce local government costs.

" All-Inclusive Approach" "Local jurisdictions plan an equally important but different role in further developing the interoperability within their region, identifying ways to build out their current systems to become interoperable with the neighboring jurisdictions, and providing significant input into the development of the statewide plan that builds on efforts already underway. Ideally, each state will have an interdisciplinary policy committee, comprised of representatives from the governor's office and key state and local agencies. If a state has already established an interdisciplinary, inter-jurisdictional communications interoperability committee with significant local representation, it is encourage to use this existing governance structure. If not, it is encouraged to develop one."

Problem

"They were using everything they had. They were yelling. They were talking on their cell phones," Ambulances from Onondaga and Oneida counties came to help. But they, too, soon found out there was no way to talk to Oswego County 911 dispatchers or other emergency responders" (Syracuse Newspapers June 2007. Residents of Central New York Region (Madison, Cayuga, Cortland, Onondaga, and Oswego) expect that if a natural or man-made catastrophic event were to occur today the local public safety community would react with a coordinated, comprehensive strategic response. They assume that their local public safety agencies are able to communicate directly with each other, with contiguous jurisdictions and with state and federal agencies. But interoperability, the ability of prevention, response and recovery personnel to communicate with each other is non-existent in this region. What makes this situation even more critical, are three nuclear power plants in Oswego County, Chemical Plants in Onondaga, and many area colleges all of which have been identified as high visible targets for terrorism. Onondaga County also serves as a mass evacuation point in the event residences must leave Oswego.

Current communication systems operating within the region are highly fragmented, indirect, and ineffective for multi-jurisdictional communications. Prevention, mitigation, response and recovery (public safety responder) agencies in this region do not have the

ability to communicate and share information within jurisdictions or across boundaries. This lack of communication causes delays in directing the proper response units to areas where their skills are needed, fails to provide an adequate lifeline to the public safety responders, and does not provide timely information to make appropriate prevention and response command decisions.

For decades, the local public safety agencies acquired land mobile radio communications that were largely incompatible with one another. The systems were not based on common standards and change was nearly impossible because the radio systems were analog and hardwired to work independently. As long as there was no need for effective and efficient communication with anyone outside the agency, there was no significant problem. But when multiple agencies responded to a disaster, communications and information sharing became primitive and inefficient. A recent event in Oswego County that had to deal with a rail road cars explosion resulted in first responders having to rely on cell phones for communications. Numerous events occur on a weekly basis between the five counties that could have been mitigated much quicker and safer if common communications links were established. Of particular concern is Oswego County with it's three nuclear power plants. In the event of an incident or attack, Onondaga County has been designated as the primary site for mass evacuation. No effective means exists today to properly coordinate such a major move should such an event occur. The best the two counties could hope for is sufficient channels that could be cross patched between an 800MHz system and VHF System and yet still provide for a quality grade of service to support normal traffic. It is not envisioned that such a capability would exist.

The events of September and subsequent report from the 911 Commission fully endorsed how most public safety agencies see interoperability, information sharing and communications. The result has been a significant shift in attitudes and has fostered a greater cooperative spirit among all levels of government. Regional planning and coordinated efforts to meet the challenges of interoperability and information sharing are under way throughout. In order to start the process of identification of issues, coordination, governance, funding, support, funding for planning should be considered. The five counties also recognize the need to work with the State of New York to ensure full interoperability exists. The five counties recognize the need to work in a collaborative environment in order to maximize all federal dollars.

Wireless Communications Goals

To replace an aging wireless communication systems providing:

- Compatibility with a planned Land Mobile Radio System hosted by a central controller that would support the RF network requirements for a five county area.
- Provide a wireless voice and data network for public safety and public service agencies throughout the CNYICC region.
- Provide 95% dependable coverage through out the region for portable radios at street level, and at least 97% coverage for mobiles. Provide at least 95% in building coverage throughout the region and as determined for specific areas.

- Provide computer access for public safety – service agencies.
    - Automatic Vehicle Locations (AVL)
    - Law Enforcement databases
    - Emergency Management / Hazardous Materials databases
    - Computerized dispatch operations

The five county Regional Communications System will be the most sophisticated interoperability approach, Standards –Based Shared Systems allowing the benefits of System Specific Roaming including direct trunking interoperability between multiple jurisdictions (Cities of Oneida, Auburn, Cortland, Syracuse, Fulton, and Oswego and the Counties of Onondaga, Cayuga, Cortland, Madison and Oswego). It should include System-Specific Roaming and Gateway interoperability solutions for public safety agencies using disparate systems or who have systems that have not yet moved to Project 25 standards. Based on National Mutual Aid Frequency Planning already performed in Onondaga County, and Oswego County a number of simulcast repeaters may be dispersed to address the five county most critical concerns.

The most widely recognized standards in public safety trunked communications include APCO Project 16 and APCO Project 25. These standards have been developed over the last 25 years with by the Association of Public Safety Communications Officials, International, (APCO) with the intent of expressing the operational requirements of trunked public safety communications and standardizing its operation among multiple manufacturers. APCO 16, published in 1979 describes the basic operational features and capabilities of trunked public safety communications.

The planned Multi-Agency Regional Communications will be an APCO 25 standards system, will providing the following benefits:

- Users can communicate seamlessly from one system to another
- Full public safety trunking features are available to all users
- Cross-band communication should be possible for disparate users traveling into the System but will be greatly reduced if not eliminated for users within the System.
- Radio range is extended beyond the normal service area
- User operating procedures are identical to normal operation
- Multiple vendor compatibility, users are not limited to a single manufacturer
- Installation of the National Mutual Aid frequencies (ITAC/VTAC/UTAC) to allow any vehicle to communicate with any of the five 911 centers.
- Inclusion of the New York State Wireless System (SWN).

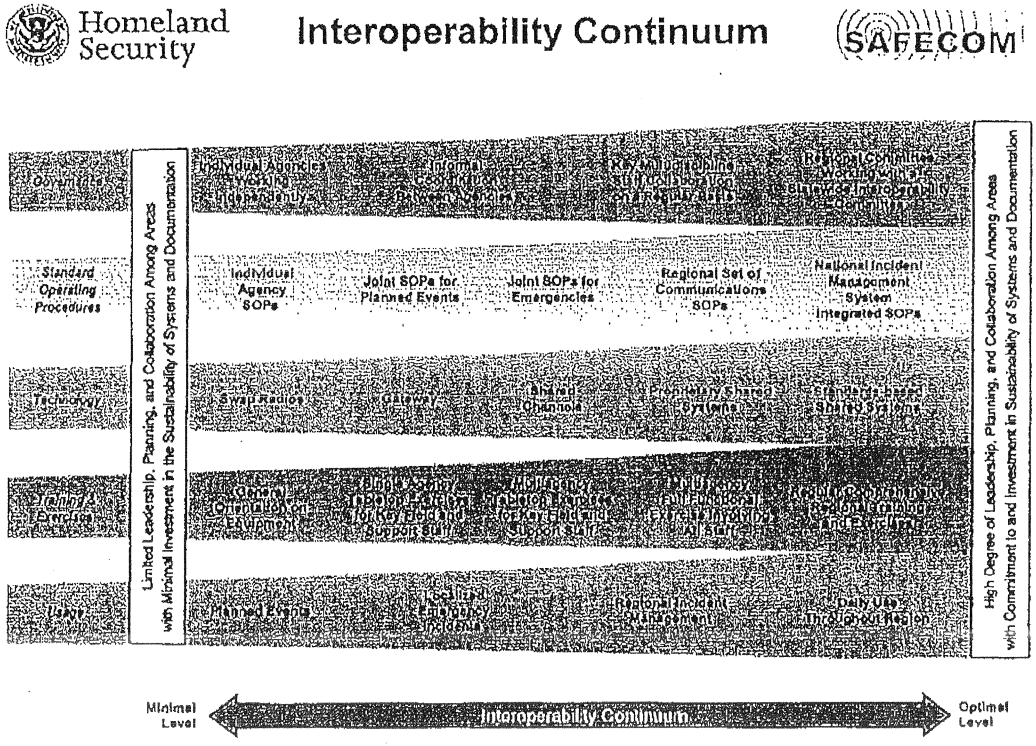
The proposed system could be an integral part of a current and future UHF Megahertz and Project 25 based regional/state systems. One major advantage to any funding agency is the fact that all five counties have established a centralized 911 communication system. This in effect maximizes funding from any source to be far more efficient and offers greater control. While each center has to maintain control over a number of disparate systems, central management over radio dispatch has been established.

Possible Benefits of this Approach

- Interoperability between the regions public safety wireless communications networks.
- Greater user safety through discrete, secure communications and AVL capability.
- Increased efficiency of diminishing resources.
- Enhanced public safety wireless communications coverage.
- Enhanced disaster communications capability.
- Economies of scale and scope in equipment procurement

Governance

- Memorandum of Understanding between the five counties to form a consortium and with each county legislative body seeking approval.
- The planning, design and continued operation must follow the guidance as outline in the SAFECOM standard under Interoperability Continuum.



- Member agency representatives select the CNYICC Board of Directors to administrator such a program and provide direction and oversight.

Questions to address are:

Why does this committee exist? Can we agree on the goals?

This committee exists to address the challenges facing interdisciplinary communications across multiple jurisdictions. It is established to create a centralized interoperable communications planning and implementation capacity for CNYICC.

What would happen if this consortium failed to exist?

It is necessary for public safety organizations to communicate or share critical voice or data information with other jurisdictions in day-to-day operations, natural disasters, emergency response scenarios, and terrorist incidents. Failure to accomplish the mission in each situation can result in the loss of lives and property.

How will the group work together as a partnership? How will each individual agency and jurisdiction keep a regional focus?

This consortium exists to establish a partnership among the five county regions in order to enhance communications interoperability capabilities.

For a regional consortium, how will projects underway in each jurisdiction align to a regional plan?

This committee provides a forum for each agency to discuss related public safety communications initiatives that may or may not impact the work of this committee.

How will our project be aligned to the state plan and should we submit for consideration for funding assuming the five county legislative bodies agree to the concept?

Efforts to include conceptual interface with the State System (SWN), and every potential funding source should be considered.

Is there a need to institutionalize such a program?

Without a political consensus i.e.: the legislative bodies of all five counties endorsing this concept, it can not succeed. Most grants would require that such documentation be agreed upon if we are to apply for funding as a regional entity. Secondly, the State would likewise require such an endorsement given it is addressed in federal guidelines. Even if such a program has been agreed upon on paper, a working organization that speaks to on going daily issues must be in place.

Participant Information

- Local, county and regional public safety and public service participants.

Counties	Law Enforcement	Fire City	Fire County	EMS
Madison	9	1	26	14
Onondaga	18	1	57	20
Oswego	7	2	30	6
Cayuga	6	1	28	8
Cortland	5	1	12	5
Totals	45	6	153	53

- Demographic Profile of the five counties

Counties	Population	Square Miles Total	Water Square Miles	Land Square Miles
Madison	69,441	660	5.	655
Onondaga	458,336	805	25	780
Oswego	122,377	1,311	358	953
Cayuga	81,963	863	170	693
Cortland	48,559	501	1.87	499
Totals	780,676	4140	559.87	3580

- Land Mobile Radio Profile Usage five Counties

Counties	VHF - Low	VHF High	UHF	800MHz	Cell Phones
Madison	X	X	X		
Onondaga	X	X	X	X	X
Oswego	X	X	X	X	X
Cayuga	X	X	X		X
Cortland	X	X	X		X

Cost Considerations

- Agencies may join as equity partners or use the CNYICC as contract customers
- Estimated 250-300 governmental agencies will be served within the five county region.
- Participants share ongoing network operations costs.
- Develop process to determine cost sharing.
- Estimated systems life is more than 15 years
- Cost estimates need to be determined but range from 110-150 million dollars.

Possible Funding

- New legislation HR-1, NITA, COPS, FEMA, and other federal grant programs are pushing more and more for regional communications networks. This approach will promote the need for moving the five counties together into a regional network.
- County and City legislative bodies are pushing for more consolidation of services without losing local control thereby encouraging more funding opportunities at the local level.
- Federal and State Earmarks and Capital requests are supportive of regional networks.
- SAFECOM also has encourages regional networks.

Coverage – Terrain

- Voice and data network coverage will have to undergo FCC license application process to determine the extent the number of frequencies needed to support such a concept.
- Nearly 4140 square miles of land and water will be covered in such a system.
- Major highways, infrastructure, waterways, buildings, universities, chemical plants, nuclear power plants, hospitals all of which fall under the infrastructure protection plans. System must be designed to allow regional communications in the event of a major disaster and still allow for local communications.
- Coverage and propagation studies must be conducted to access radio coverage and reliability within the region.
- Pooling existing radio frequencies among the five counties and leveraging un-used frequencies to benefit the whole area.

Technical Summary – Voice Questions to be answered

- Who will the primary support vendor be?
- Will a Trunked, Simulcast System be capable of supporting such a large system?
    - How many frequency pairs will be required?
- How many additional radio simulcast cell sites will be needed?
    - How many repeater sites are needed for the five county region and will they be stand alone or non-simulcast repeaters?
    - Can existing county or city owned facilities that can be used to support such a network to create the needed fill sites or primary sites?
- Will the system be a Mixed Mode of Analog/Digital?
    - Do we need Digital Encryption capable system?
- Will the System include an Embassy Switch?
- Will IMBE voice Coder be considered?
- How large will the system be sized to support such a large number of voice users?

Additional considerations

- IP Simulcast
- Linear Simulcast Modulation resulting in fewer sites and better coverage.
- Infrastructure software upgradeable to TDMA
- Dynamic Dual Mode: TDMA backwards compatible with FDMA.
- Over The Air Programming that runs transparently in the background.
- System wide talk-groups.
- Ruthless preemption for emergency calls.
- Multi vendor subscribers available.

Technical Summary – Data

- Voice and data systems are separate networks or integrated as one with Onondaga serving as the main host and possible back up at another site?
- Sized to serve 1000 users?
- Significant expansion capability?

Milestones – Timelines

- Time lines need to be agreed upon?
- Who will take responsibility for what areas?
- Seeking funding from either a grant under the NITA program, local, state?

ONEIDA COUNTY BOARD OF LEGISLATORS
Resolution No. _____

Authorizing Memorandum of Understanding to Create the
Northern New York Region Interoperable Communications Consortium – NNYRICC
and to Join the Central New York Region Interoperable Communications Consortium

By Legislator: _____

Whereas, There is a need to cooperate regionally and establish an interoperable communications network to serve the Northern New York Region, and

Whereas, This need has been expressed in the National SAFECOM program, is encouraged by the Federal Government through a number of federal grant programs, and which is recognized as the future for planning interoperable communications systems, and

Whereas, In order to accomplish such initiative, it is the desire of Oneida County to join a consortium for the purposes of both applying for grants and working cooperatively to establish said regional interoperable communications network, and

Whereas, The consortium, organized through an inter-governmental agreement in the form of a Memorandum of Understanding, would have equal representation from each county, be committed to working on a joint interoperable communications network, and would serve all police, fire and EMS agencies as well as other public service organizations within the three county region; create inter-governmental efficiencies; and develop assets for the mutual benefit of all parties, and

Whereas, In order to allow for the possibility of sharing resources, expertise and the communication system in use and/or development in central New York, it is the desire of Oneida County to also join the existing Central New York Region Interoperability Communications Consortium (currently Onondaga, Oswego, Madison, Cayuga, and Cortland Counties).

Now, Therefore, Be It Resolved, with the Central New York Region Interoperability Communications Consortium for the purposes stated above, and that the County Executive is hereby authorized and directed to execute said agreements on behalf of Oneida County, subject to the review of the County Attorney as to form and content.

ONEIDA COUNTY
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara
District Attorney

Michael A. Coluzza
First Assistant

Kurt D. Hameline
Laurie Lisi
Matthew P. Worth
Joseph A. Saba
Grant J. Carramone
Steven G. Cox
Stacey L. Paolozzi
Bernard L. Hyman, Jr.
Todd C. Carville
Robert L. Bauer

Dawn Catera Lupi
First Assistant

Michael R. Nolan
Kara E. Wilson
Joshua L. Bauer
Christopher D. Hameline
Steven P. Feiner
Sarah F. DeMellier
Luke C. Davignon
Lacy J. Redwine
William J. Barry III

FN 20 13-130

PUBLIC SAFETY

WAYS & MEANS

March 15, 2013

RECEIVED
APR - 9 2013

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

Dear Mr. Picente:

Enclosed is the proposed grant award which the New York State Division of Criminal Justice Services has rewarded our office, for the Child Advocacy Center, in the amount of $5,000.00. The grant period is from October 1, 2012 through September 30, 2013. Matching funds are not required.

I am hereby requesting your review and approval of this grant. After doing so, please forward this information to the Oneida County Board of Legislators for their review and approval.

Should you have any questions or concerns, please notify me.

Thank you for your time and assistance in this matter.

Sincerely,

Scott D. McNamara
Oneida County District Attorney

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

Anthony J. Picente, Jr.
County Executive

Date 4/9/13

Oneida County District Attorney **Competing Proposal: JB**

ONEIDA COUNTY BOARD OF LEGISLATORS

Name of Proposing Organization:
Oneida County District Attorney/Child Advocacy Center

Title of Activity or Service:
Legislative Initiatives

Proposed Dates of Operation:
10/01/12 – 09/30/13

Client Population/Number to be Served:

Summary Statements:

1) **Narrative Description of Proposed Services**
   Funds will be used to purchase equipment to enhance services that assist child sexual abuse victims in Oneida County.
2) **Program/Service Objectives and Outcomes:**

3) **Program Design and Staffing**

Total Funding Requested:
$5,000.00

Account #:
A2703
A6011.49537

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal $/ State $/County $):
$5,000.00 in state dollars.

Cost Per Client Served:

Past Performance Data:

O.C. Department Staff Comments:

ONEIDA COUNTY SERVICE AGREEMENT

COUNTY

County of Oneida
800 Park Avenue
Utica, New York 13501
Acting through Oneida
County District Attorney

(Hereinafter referred to
as the County)

FUNDING SOURCE

NYS Division of Criminal Justice
4 Tower Place
Albany, New York 12203-3702

(Hereinafter referred to as the Contractor)

PERIOD OF AGREEMENT
From: 10/01/12
To: 09/30/13

COUNTY RESOLUTION NO.
Adopted on:

FINANCIAL TERMS OF AGREEMENT:

Total Program Budget: $5,000.00	Approved Funds:	Matching Funds: $0

GENERAL LIABILITY INSURANCE:
$ 1 Million

This agreement is made between the County, a municipal corporation of the State of New York, identified above, acting through its duly constituted Oneida County District Attorney, and the Service Provider referred to above.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the consideration and in accordance with the terms, provisions and conditions of the Agreement as set forth within the following pages, as of the first day of the period of agreement.

COUNTY OF ONEIDA

By:_____
County Executive

By:_____
District Attorney

Approved as to form

By: _____
Oneida County Attorney

STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: T128297 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Oneida County 800 Park Avenue Utica, NY 13501	TYPE OF PROGRAMS: Legislative Initiatives DCJS NUMBERS: LG12128297 CFDA NUMBERS:
FEDERAL TAX IDENTIFICATION NO: 156000460 MUNICIPALITY NO: (if applicable) 300100000000	INITIAL CONTRACT PERIOD: FROM 10/01/2012 TO 09/30/2013 FUNDING AMOUNT FROM INITIAL PERIOD: $5,000.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
CHARITIES REGISTRATION NUMBER: (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT _X_ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan ___ APPENDIX F Guidelines for the Control and Use of Confidential Funds ___ APPENDIX G Procedural Guidelines for the Control of Surveillance Equipment ___ Other (Identify)

IN WITNESS THERE OF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Criminal Justice Services

BY: , Date:
Office of Program Development and Funding

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".

GRANTEE:

BY: Hon. Anthony J. Picente jr., County Executive Date:

ATTORNEY GENERAL'S SIGNATURE Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller Title: _____ Date: _____

Award Contract

Legislative Initiatives

Project No.
LG12-1142-D00

Grantee Name
Oneida County

01/07/2013

AGREEMENT

STATE OF NEW YORK
AGREEMENT
This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.
WITNESSETH:
WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and
WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;
NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:
I. Conditions of Agreement
A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X) Amendment. Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.
C. This AGREEMENT incorporates the face page attached as presented in the Grants Management System (GMS) AWARD online printable report, and all of the marked appendices identified on the face page hereof.
D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement. Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.
To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in term is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.
E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.
II. Payment and Reporting
A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
III. Terminations
A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the

CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.
C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.
IV. Indemnification
A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.
V. Property
Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.
VI Safeguards for Services and Confidentiality
A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on

Award Contract **Legislative Initiatives**

Project No.	Grantee Name	
LG12-1142-D00	Oneida County	01/07/2013

APPENDIX A

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 appro¬priated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6.a).

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 prevail-ing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at indepen¬dently 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 participa¬ting, or shall participate in an international boycott in viola-tion 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 inspec¬tion, 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 Offi¬cers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.
(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such

number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termina¬tion and rates of pay or other forms of compensation;

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

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

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

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

shall control.

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifica¬tions and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. 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 oppor¬tunities 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. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.
December 2011

Certified by - on

Award Contract **Legislative Initiatives**

Project No.	Grantee Name	
LG12-1142-D00	Oneida County	01/07/2013

APPENDIX A1
AGENCY-SPECIFIC CLAUSES

1. For grant solicitations or direct grant awards announced before April 10, 2006, if this Agreement exceeds $15,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for $15,000 or less, it shall not take effect until it is executed by both parties.

For grant solicitations or direct grant awards announced on or after April 10, 2006, if this Agreement exceeds $50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is for $50,000 or less, it shall not take effect until it is executed by both parties.

2. This Agreement sets forth the entire understanding of the parties and may not be altered or amended except in writing and signed by the parties hereto.

3. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

4. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

5. The Grantee must notify DCJS in writing of any change in the number, title, job duties or rate of remuneration of project staff which changes the Personal Service Project Budget line by 10 percent or under. Any change in the number, title, job duties or rate of remuneration of project staff which changes the Project Budget line more than 10 percent must be approved in writing by DCJS prior to implementation. The Grantee agrees to provide DCJS with resumes and supporting documentation upon request.

6. The Grantee shall submit detailed itemization forms for personal service and fringe benefit expenditures, in a format determined by DCJS, with any voucher and Fiscal Cost Reports requesting payment for expenditures.

7. The Grantee must maintain specific documentation as support for project related personal service expenditures, depending upon whether this grant contract project is supported by State or Federal funds:
A. For State funded grants:

For all Grantee's staff whose salaries are paid in whole or in part from grant funds provided under this Agreement, the Grantee shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher level position at the end of each time reporting period.
B. For Federally funded grants:

Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with the requirements of the Federal Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122, as applicable:

1. OMB Circular A-21 [Item J, General provisions for selected items of cost] identifies documentation required for educational institutions as support for grant project personnel costs.
2. OMB Circular A-87 [Attachment B, Selected Items of Cost] identifies the documentation required for local government agencies as support for grant project personnel costs.
3. OMB Circular A-122 [Attachment B, Selected Items of Cost] identifies the documentation required for non-profit organizations as support for grant project personnel costs.

The most current version of these Federal OMB Circulars may be viewed on-line at:

www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with specific personal service documentation requirements of these OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

8. Budget amendments are governed as follows:

A. Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category must be submitted for prior approval by DCJS and the NYS Office of the State Comptroller. An Appendix X setting forth the proposed amendment must be electronically signed via the Grants Management System by the Grantee for approval by DCJS and the NYS Office of the State Comptroller before the next voucher and/or fiscal cost report will be approved.

B. For proposed modifications to the contract which result in a change of 10 percent or less to any budget category, the following shall apply:

1. The Grantee is not permitted to reallocate funds between Personal Service and Non-Personal Service budget categories without the prior approval of DCJS. A grant amendment setting forth the proposed reallocation must be approved by DCJS via the Grants Management System before the next voucher and/or fiscal cost report will be approved.

2. Prior approval by DCJS is not required for Non-Personal Service budget changes which are less than 10 percent. A letter signed by the Chief Executive Officer or Fiscal Officer authorizing these changes must be submitted to DCJS with the next voucher or fiscal cost report submission.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.
10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless prior written authorization has been received from DCJS, shall not exceed rates authorized by the NYS Office of the State Comptroller.

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement must be submitted to DCJS with the appropriate voucher for payment. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed $450 for an eight-hour day (not including travel and subsistence costs). A rate exceeding $450 per eight-hour day requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.
B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services:

1. Consultant services that cost up to $999 under this grant agreement can be obtained at the Grantee's discretion.
2. Consultant services that cost between $1,000 and $4,999 under this grant agreement must be supported by at least three telephone quotes and a record created of such quotes.
3. Consultant services that cost between $5,000 and $9,999 under this grant agreement must be supported by at least three written quotes on a vendor's stationery and a record created of competitive procurement process utilized.
4. A Grantee obtaining consultant services that cost in excess of $10,000 must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding, must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

D. Notwithstanding the provisions of this paragraph, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all requests for reimbursement shall be supported by documentation identifying the criminal matter involved, services provided, time commitment and schedule. Such agreement and documentation shall be submitted to DCJS with the appropriate voucher for payment.

12. All procurements, other than consultant services, shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.
B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.
C. In addition, a Grantee that is a not-for-profit must also make all procurements as noted below:

1. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
2. A Grantee may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.
3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Grantee must secure at least three telephone quotes and create a record for audit of such quotes.
4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $5,000 and $9,999, the Grantee must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.
5. A Grantee spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DCJS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.
6. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval must also be submitted with the voucher for payment.

13. Applicable equipment purchased with funds provided by this Agreement as listed in Appendix B, Budget, shall be assigned a unique inventory number. The Grantee shall list all applicable equipment purchased with such funds in the GMS Property Module and print and submit such reports to DCJS/ODPF program representatives with the final program progress report or sooner. Alternatively, the Grantee may use the Equipment Inventory reports prescribed by DCJS to list equipment purchases and submit them to DCJS via postal service. Items of equipment costing less than $500 do not need to be reported on the Equipment Inventory Reports although the Grantee is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Grantee, DCJS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a criminal justice program.

14. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and DCJS guidelines.

15. Where advance payments are approved by DCJS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B.

16. DCJS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and DCJS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. DCJS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

17. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. "1501 et seq.) as amended.

18. Program income earned by the Grantee during the funding period as a direct result of the grant award must be reported in writing to DCJS, in addition to any other statutory reporting requirements. This includes income received from seized and forfeited assets and cash, as well as: sale of grant purchased property; royalties; fees for services; and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated by the use of these grant funds will be used to enhance the grant project.

19. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DCJS with this information as soon as it is available.

20. Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

21. The Grantee will submit program progress reports and one final report to DCJS via the GMS system and additional information or amended data as required.

A. Program progress reports will be due within 45 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. The first program progress report will be due within 45 days of the last day of the calendar quarter from the start date of the program.

Program progress reports thereafter will continue to be made until such time as the funds subject to this Agreement are no longer available, have been accounted for, and/or throughout the Agreement period or project duration.

Calendar quarters, for the purposes of making program progress reports, shall be as follows:
Calendar Quarter; Report Due
January 1 - March 31; May 15
April 1 - June 30; August 15
July 1 - September 30; November 15
October 1 - December 31; February 15

B. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

22. If for any reason the State of New York or the federal government terminates its appropriation through DCJS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of DCJS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to DCJS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to DCJS. In any event, no liability shall be incurred by DCJS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to DCJS because of disallowed expenditures after audit shall be its responsibility.

23. If Appendix B, Program Budget, makes provisions for overtime payment, the Grantee agrees to submit vouchers for such payment of overtime charges within 45 days after the last day of the quarter for the reporting period. The Grantee further agrees to limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Agreement. No reimbursements for overtime charges in excess of this 25 percent (25%) limit will be made unless prior written approval has been obtained from DCJS.

24. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

-Activities to be performed;
-schedule;
-Project policies;
-Other policies and procedures to be followed;
-Dollar limitation of the Agreement;
-Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement; and
-Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on certification forms. Backup documentation for such expenditures must be made available upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the financial plan set forth in Appendix B.

25. Federal Funds

A. In accordance with Federal requirements, a Grantee which receives during its fiscal year $500,000 or more of Federal funds (including pass-through and direct) from all sources, including this Agreement, must agree to have

an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to DCJS within nine months of the end of its fiscal year(s).
B. In accordance with Federal requirements, a Grantee receiving Federal pass-through funds must also agree to comply with the terms and conditions of any and all applicable Federal OMB Circulars. For the convenience of the Grantee, the following OMB circulars are noted as the most common applicable to federal funds passed through DCJS:

-OMB Circular A 21, Cost Principles for Educational Institutions;
-OMB Circular A 87, Cost Principles for State, Local and Indian Tribal Governments;
-OMB Circular A 102, Grants and Cooperative Agreements With State and Local Governments;
-OMB Circular A 110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non Profit Organizations; and
-OMB Circular A 122, Cost Principles for Non Profit Organizations.

The Parties agree that, dependent upon the status of the Grantee, additional circulars may also be applicable. The most current version of all Federal OMB Circulars may be viewed on-line at: www.whitehouse.gov/omb/circulars.

The Grantee is to ensure full compliance with all cost documentation requirements of OMB Circulars as applicable directly to the Grant recipient and to any sub-recipient (or collaborative agency/organization). Failure to do so may result in disallowance of costs upon audit.

26. Any creative or literary work developed or commissioned by the Grantee with grant support provided by DCJS shall become the property of DCJS, entitling DCJS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If DCJS shares its right to copyright such work with the Grantee, DCJS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.
B. If the grant support provided by DCJS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.
C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to DCJS. Any publications must contain the following statement, in visible print, of any document generated pursuant to a grant administered by DCJS:

This project was supported by a grant administered by the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.

27. Original records must be retained for six years following the submission of the final claim against this Agreement. In the event of a fiscal audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. DCJS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project. In addition, a separate set of records must be retained for each project year.

28. Grant-related expenditures shall be reported on Fiscal Cost Reports and detailed itemization forms provided by DCJS. These reports must be prepared periodically as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records. Prior period adjustments shall be reported in the same accounting period that the correction was made.

VER:05/05/10

Certified by - on

Award Contract **Legislative Initiatives**

Project No.	Grantee Name	
LG12-1142-D00	Oneida County	01/07/2013

APPENDIX B - Budget Summary by Participant

Oneida County

Oneida County Child Advocacy Center - Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Scanner	2	$400.00	$800.00	$800.00	$0.00
Justification: Scanning of case files.						
2	Office Furniture	1	$3,000.00	$3,000.00	$3,000.00	$0.00
Justification: Replacement of fabric furniture to make for easier sanitation.						
3	Radio and Radio related equipment	1	$1,200.00	$1,200.00	$1,200.00	$0.00
Justification: Radios, batteries and charger pack for Child Protective workers to help ensure their safety while out on calls.						
Total				$5,000.00	$5,000.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$5,000.00	$5,000.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$5,000.00	$5,000.00	$0.00

Award Contract **Legislative Initiatives**

Project No.	Grantee Name	
LG12-1142-D00	Oneida County	01/07/2013

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

NOTE: Additional payment provisions associated with the schedule(s) below are detailed in Appendix A-1.

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided through Appendix D (Special Conditions). All requests for reimbursement must reflect actual costs that have been disbursed or items received by the Grantee. A purchase order issued without receipt of the items or service is not eligible for reimbursement.

2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the final program report, or interim progress report designated as the final report, may result in a disallowance of 25 percent (25%) of the grant amount. The Grantee must also refund all unexpended advances (see item three below.) Final vouchers, reimbursement payment and reports must be submitted within 45 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

3. If at the end of this grant contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Grantee, the Grantee shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Finance with its final fiscal cost report within 45 days of termination of this grant contract.

4. Vouchers shall be submitted in a format acceptable to DCJS and the Office of the State Comptroller (see http://www.criminaljustice.state.ny.us/ofpa/forms.htm). Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program. Requirement b) does not apply to Legislative sponsored State grants.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law (http://caselaw.lp.findlaw.com/nycodes/c113/a19.html). Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Office of Finance in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

6. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Criminal Justice Services
Office of Finance
4 Tower Place
Albany, NY 12203-3764

7. Payment Schedule

PAYMENT and PAYMENT DUE DATE

1: Pending appropriation, 30 days after commencement date of contract with proper documentation or upon

receipt of proper documentation, whichever is later.

2-4: Quarterly

A not-for-profit Grantee operating on a multi-year contract may voucher for an optional fifth quarter advance against the succeeding year's appropriation, pursuant to NYS Finance Law, Section 179-u.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required, and by a fiscal cost report for the reporting period. DCJS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, DCJS in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation. Fiscal cost reports must be submitted showing grant expenditures and/or obligations for each quarter of the grant within 45 days after the last day of the quarter for the reporting period.

Advance payments shall be permitted as specified in Appendix A-1, and in the amount specified in Appendix D (Special Conditions).

Payment requests need to include the following documents as required:

-Detailed Itemization of Personal Service Expenditures
-Detailed Itemization of Non-Personal Service Expenditures
-Detailed Itemization of Consultant Expenditures
-Expert witness agreement and supporting documentation
-Voucher and Fiscal Cost Report signed
-Written documentation of all required DCJS prior approvals as follows:
-DCJS approval of non-competitive consultant.
-DCJS approval of non-competitive vendor for services.
-DCJS approval of consultant services reimbursement greater than $450 per eight hour day.
-DCJS approval of change to Personal Services by more than 10 percent.
-DCJS approval to exceed NYS Office of the State Comptroller travel, meals and lodging rates.
-DCJS approval to subaward to another organization.
-DCJS approval for overtime payments exceeding 25 percent of an employee's annual personnel cost.
-DCJS and NYS Office of the State Comptroller approval to modify Personal Services and Non Personal Services budget categories by more than 10 percent.
-DCJS approval to reallocate funds between Personal Services and Non Personal Services.

8. CONTRACT PAYMENTS: Contractor shall provide complete and accurate billing invoices to the agency in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

VER012510
Certified by - on

Award Contract **Legislative Initiatives**

Project No.	Grantee Name	
LG12-1142-D00	Oneida County	01/07/2013

APPENDIX D - Work Plan

Goal

To ensure the safety of the employees of the Child Advocacy Center along with purchasing equipment to enhance services that assist child sexual abuse victims in Oneida County.

Objective #1

To purchase radios for Child Proective Service workers that will allow them police contact while out on the field.

Task #1 for Objective #1

The purchasing of radios.

#	Performance Measure
1	One radio per Child Protective Services worker.

Objective #2

To purchase furniture that is more easily kept sanitary and to disinfect when necessary.

Task #1 for Objective #2

To purchase new couches.

#	Performance Measure
1	The replacement of fabric to vinyl for easier sanitation.

Objective #3

To purchase a scanner to assist in moving toward a paperless, more eco-friendly, system.

Task #1 for Objective #3

To begin the process of scanning case files into electronic form.

#	Performance Measure
1	Scanning of five (5) cases per day.

Award Contract **Legislative Initiatives**

Project No.	Grantee Name	
LG12-1142-D00	Oneida County	01/07/2013

Award Conditions

Upon approval of this grant by the Office of the State Comptroller, or DCJS for "T" contract only, the Grantee is authorized to initially voucher for advance payment of those prospective expenses previously approved by DCJS not to exceed $0.00 from the total contracted amount. Consistent with paragraph 15 of Appendix A-1 of this grant contract, vouchers for advance payments for the purchase of equipment and supplies must be supported by a copy of the purchase order.

APPENDIX D - Special Conditions

Grantee agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report by letter to OPDF the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Grantee will submit a second statement of OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

The State will 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.

Grantee will provide written certification (in a form prescribed by DCJS) of time spent by each employee on the grant and maintain a system of time sheets. Time sheets will be signed by the individual and countersigned by the supervisor in a higher level position at the end of each payroll period.

Although paragraph 21 of Appendix A1 requires four (4) quarterly progress reports, for purposes of this grant award, grantees should submit progress reports as follows: Four (4) progress reports for contracts of $100,000 or more Two (2) progress reports for contracts between $1 and $99,999 Notwithstanding paragraph 21 of Appendix A1 of this Agreement, the Grantee is only required to submit one program progress report to DCJS/OPDF under the Agreement when the Grantee is a municipality and the purchase of equipment is the only task. The progress report, which will be considered a final, must describe the purchase process, delivery, installation and use of the equipment for which funding is provided pursuant to this grant award Agreement. The Report must be accompanied by a signed certification from the head of the Grantee Agency that the future use of the equipment will be consistent with the intended purpose of the State grant award. The Final (Equipment Only) Report should also be accompanied by a DCJS Equipment Inventory Report, a State Aid Voucher for the balance of grant funding due for the purchase of the equipment, and a final Fiscal Cost Report (FCR) with supporting documentation reporting total related expenditures of the grant funded project, according to terms of this Agreement.

Notwithstanding paragraph 20 of Appendix A1, appropriations in the Community Projects Fund lapse on September 15 following the end of the fiscal year, and are available for the payment of liabilities incurred until that date. To insure payment, vouchers must be received by DCJS/OPDF by August 15th of the year following the fiscal year in which funds were appropriated.

Grantee agrees that these funds will be used to supplement and not supplant existing funds and services. This contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Commissioner of the Division of Criminal Justice Services.

The following condition will apply to contracts between two New York State governmental entities: This is an agreement between two New York State governmental entities, and as such the provisions contained herein with respect to grants are applicable only to the extent that the provisions would otherwise be applicable between New York State governmental entities.

Strategy Special Conditions: Grantee agrees that if funding is being provided for the implementation of any DCJS crime reduction strategies including, but not limited to Operation IMPACT; Youth Violence Reduction; DNA Evidence Collection; Road to Recovery or Re-Entry, that the implementing agency will develop a formal interactive relationship with those other strategy initiatives in the county.

Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the agency agrees to participate in the Upstate New York Regional Intelligence Center (UNYRIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

Participating grantees agree to submit information through NYSPIN on guns seized, recovered, or found. 'GGUN' submissions for crime guns will be automatically forwarded to the NYSP Crime Gun ClearingHouse and ATF.

All criminal justice information management software which grantee may purchase or develop with funds provided under the terms of this agreement must conform to established New York State Criminal Justice Data Standards as documented in the most current version of the New York Statewide Criminal Justice Data Dictionary. In addition, all such information management software purchased or developed with funds provided under the terms of this agreement must conform to statewide standards for the collection, processing and reporting of criminal justice information as documented in the New York State Standard Practices Manual for the Processing of Fingerprintable Criminal Cases. The latest versions of both documents referenced above can be accessed at the DCJS web site or obtained by calling the DCJS Customer Contact Center at 800-262-3257.

Grantee shall enroll as a user of eJusticeNY and make use of the eJusticeNY suite of services as applicable.

Law enforcement agencies must submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting Program (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.
UCR agencies must fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at http://www.criminaljustice.state.ny.us/crimnet/ojsa/crimereporting/domestic_violence_reporting_alert_5-08-08.pdf. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of an IBR file.

Participating police departments receiving IMPACT funds will submit monthly progress reports within 30 days following the end of each month. Said monthly reports will include the number of shooting incidents involving injury, the number of shooting victims, the number of individuals killed by gun violence, the number of firearms recovered, and the number of firearms submitted to the lab for entry into NIBIN.

Undersheriff Robert Swenszkowski
Chief Deputy Jonathan G. Owens

Chief Deputy Gabrielle O. Liddy
Chief Deputy Dean Obernesser

Sheriff Robert M. Maciol

April 4, 2013

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

EN 20 13-131

RECEIVED
APR 08 2013
Oneida County Executive's Office

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's office performs background checks on prospective pistol permit holders and any new employees. These background checks are paid in full by those requesting permits and any new hires. For 2013, the Sheriff's office has experienced an explosion in demand for this service and is looking for doubled explosion in the next couple months. Also, with the new LEADS Program starting, there will be an increased volume of applications from the Second Hand Thrift Shops. Therefore, I am requesting the following 2013 supplemental appropriation:

To:	Amount
A3110.1965 Fingerprint Processing	$20,000.00

This supplemental appropriation will be fully supported by revenue account:

	Amount
A2376 Fingerprint Processing Fees	$20,000.00

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

Sincerely,

Robert M. Maciol,
Sheriff

Cc: Tom Keeler, Budget Director

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

Anthony J. Picente, Jr.
County Executive

Date 4/9/13

RECEIVED
APR - 9 2013

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

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

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

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

Oneida County

Anthony J. Picente, Jr.
County Executive

Office for the Aging & Continuing Care

Michael J. Romano
Director

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

March 22, 2013

FN 20 13-132

HEALTH & HUMAN SERVICES

WAYS & MEANS

RECEIVED
APR - 2 2013

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

Dear Mr. Picente:

I am submitting the following Letter of Agreement between the Oneida County Office for the Aging/Office of Continuing Care and the Resource Center for Independent Living, Inc., for your review and approval.

This agreement is for the provision of Adult Day Services. This agreement will continue to provide community based long term care services to the frail and elderly and save taxpayer dollars by preventing premature nursing home placement. The total of this agreement is $110,750.00, with 75% State ($83,063.00) and 25% ($27,687.00) County funds with no increase in County dollars.

This contract will commence January 1, 2013 and terminate December 31, 2013.

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

Sincerely,

Michael J. Romano
Director

MJR/gb
Enc.

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

Anthony J. Picente, Jr.
County Executive

Date 3/28/13

ONEIDA COUNTY OFFICE FOR THE AGING/OFFICE OF CONTINUING CARE
CONTRACT SUMMARY

Name of Proposing Organization: Resource Center for Independent Living, Inc.

Type of Activity or Service: Social Adult Day Care

Proposed Dates of Operation: January 1, 2013 – December 31, 2013

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

Summary Statements:

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

2. **Program/ Service Objectives and Outcomes**
   - To provide 5-hour per weekday adult day care programming.
   - To provide noon meal and transportation.
   - To provide services that includes socialization, supervision and monitoring, personal care, nutrition, and other appropriate activities.
   - To provide maintenance and enhancement of daily living skills, caregiver assistance, and transportation.

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

Oneida County Department Funding Recommendations: $60.00 / Day

Proposed Funding Source (Federal/State/County): $110,750.00 – Account # A6772.495116
Federal: $0.00 State: 75% ($83,063.00) County: 25% ($27,687.00)

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

Past Performance Data: The Resource Center for Independent Living, Inc. has provided a quality social adult day since 1984.

Oneida County Department Staff comments: RFP conducted in 2011. Contractor monitored regularly for compliance. The agency meets all Federal, State, and local program standards set forth by NSOFA and Oneida County OFA/OCC.

AGREEMENT

This is an Agreement by and between the **RESOURCE CENTER FOR INDEPENDENT LIVING, INC.,** located at 401- 409 Columbia Street, Utica New York 13503-0210, hereinafter known as "**CONTRACTOR**"; and **COUNTY OF ONEIDA, OFFICE FOR THE AGING,** located at 120 Airline Street, Suite 201, Oriskany, NY 13424 hereinafter known as the "**COUNTY**".

WITNESSETH:

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

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

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

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

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

1. STANDARD ASSURANCES

A. The CONTRACTOR shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), County of Oneida and the COUNTY, refer to Appendix A.

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

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

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from

participation in, be denied the benefits of, or be subjects to discrimination under any program or activity receiving Federal/State financial assistance.

E. The CONTRACTOR shall clearly provide clients an opportunity to confidentially and voluntarily contribute to the cost of the CSEP/III E services received through this Agreement.

F. The CONTRACTOR agrees to hire qualified persons as specified in the respective job description(s) (see **Appendix C** for all jobs and descriptions), and to maintain the number of staff workers specified in the personnel section of the proposal. If personal care services are provided these will be performed by an individual who holds a Personal Care Aide, or Certified Nurses Aide certificate.

G. When appropriate, the CONTRACTOR shall attempt to recruit volunteers into the program to assist staff and clients.

H. The CONTRACTOR shall obtain, and submit to the COUNTY, three (3) copies of mutually signed, written Agreements existing between the CONTRACTOR and other service providers providing support to this contracted program.

I. The CONTRACTOR understands that all equipment acquired with CSEP/IIIE funds shall remain the property of the COUNTY; if the contract and/or program is terminated, the COUNTY shall issue a claim to said equipment in accordance with the Code of Federal Regulations 45-74, as amended 1980.

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

2. FISCAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

3. INSURANCE COVERAGE REQUIREMENTS

A. The CONTRACTOR and its network of providers further covenant and agree to indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all loss or expenses that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claims for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of the Contractor and the County, their officers, agents or employees, in connection with this Agreement. In addition, the Contractor and its network of providers shall obtain and maintain comprehensive general and professional liability insurance satisfactory to the County with **a minimum** of $1,000,000 per occurrence coverage. The County of Oneida must be named as an **"ADDITIONALLY INSURED"** as part of the Contractor's and its network of providers insurance policy. Proof of same must be provided to the County at the time of the execution of this contract. It is expressly understood that if during the course of this Agreement, said insurance policy is canceled or

otherwise allowed to lapse, the Contractor must provide the County will proof of insurance consistent with the stipulations listed above. Failure to do may result in the immediate termination of this Agreement.

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

C. The CONTRACTOR shall carry paid up insurance in the sum of not less than One Million ($1,000,000) Dollars per occurrence against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damages to property, whether such injuries, death or damages by attributable to the negligence or any other acts of the CONTRACTOR, its employees, volunteers, agents or otherwise.

D. The CONTRACTOR shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York and shall name the COUNTY as party insured thereunder, and shall provide that in the event of cancellation thereof the COUNTY shall be notified at least thirty (30) days in advance thereof, the CONTRACTOR shall submit a Certificate of Insurance as verification of liability coverage for the duration of the program period

4. REPORTING REQUIREMENTS

A. The CONTRACTOR shall, in pursuit of COUNTY CSEP/IIIE funded programs, comply with the Definition of Services, September 1996, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the COUNTY with timely information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS).

C. The CONTRACTOR shall maintain appropriate client records on each participant who receives services through this CSEP/IIIE supported program; the COUNTY shall have access to the client records upon request.

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

E. The CONTRACTOR shall submit a final Program Summary Report to the COUNTY within thirty (30) days of the end of the program year; the report shall cover the achievement of program outcomes.

F. The CONTRACTOR will report service units according to New York State Office for the Aging definition of services, as appropriate and applicable relative to the scope of service provided through this agreement. The COUNTY shall provide the CONTRACTOR with current service definitions and appropriate reporting forms within 30 days of execution of this agreement

5. GRIEVANCE PROCEDURES

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

6. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the COUNTY agree to coordinate service activities and referrals with other service providers to ensure that older residents of Oneida County with the greatest economic and social needs (target groups) are being met.

B. The CONTRACTOR agrees to comply with policies ensuring client confidentiality,as established by the New York State Office for the Aging (SOFA) and the COUNTY, when information sharing between agencies is crucial to the client's well being and is needed to ensure effective service provision; pertinent information shall be shared in accordance with federal and state regulations and statutes.

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

7. CONTRACT CANCELLATION

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

B The CONTRACTOR and the COUNTY reserve the right to cancel the Agreement upon sixty (60) days written notice to the other party.

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

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

8. CONTRACT RENEWAL

The COUNTY and the CONTRACTOR shall negotiate the contract annually.

9. NO CLAIM FOR DAMAGES

The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

10. COMPLIANCE WITH REGULATIONS

A. The CONTRACTOR agrees to comply with all applicable Federal, State and Local statutes, rules and regulations as some may from time to time be amended pursuant to law.

11. SOCIAL ADULT DAY CARE SERVICES

A. The CONTRACTOR agrees as part of the terms and conditions of this Agreement to comply with the State of New York's Social Adult Day Care Regulations, Executive Law, Article 19-J, Part 6656, effective January 1, 1995, and to comply with the COUNTY's 2000 Policy and Procedure Manual.

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

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

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

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

E. The CONTRACTOR agrees that all participants will receive services only in accordance with an individualized **written** Service Plan that is based on the COMPASS assessment, and will specify the

individual participant outcomes expected from the provision of social adult day care services; and the Service Plans will be reevaluated at a minimum annually.

12. OTHER SPECIFICATIONS

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

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

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

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

E. The CONTRACTOR agrees to make a good faith effort to recruit interns from the local colleges' student intern programs.

13 REIMBURSEMENT FOR SERVICES

A. It is agreed and understood by all parties that the COUNTY will reimburse the CONTRACTOR for Social Adult Day Care Services which are provided in accordance with the terms and conditions of this Agreement and the Community Services for the Elderly Program (CSEP) and the Caregiver Support IIIE grants.

B The COUNTY agrees to reimburse the CONTRACTOR **$60.00 per day ($ 6.00 per ½ hour or $ 12.00 per hour)** which will include program, meals and transportation. A full day of programming is defined as five (5) hours, but the CONTRACTOR may bill in ½ hour increments when the client is attending less than five (5) hours per day. If additional services are pre-approved by the COUNTY, the following reimbursement schedule will be used: Shopping: $10.00 per trip, Laundry $ 4.00/load.

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

D. The CONTRACTOR agrees that this Agreement will not be subcontracted or assigned. The terms and conditions of this Agreement will commence January 1, 2013 and terminate December 31, 2013.

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

CONTRACTOR

Burt Danovitz, Executive Director
Resource Center for Independent Living, Inc.

March 13, 2013
Date

COUNTY OF ONEIDA

Anthony J. Picente, Jr., County Executive

Date

COUNTY

Michael J. Romano, Director OFA/OCC

3/22/13
Date

Approved As To Form ONLY:
ONEIDA COUNTY ATTORNEY

BY:_____

APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)
- 45 CFR Part 74 (Administration of Grants)
- 45 CFR Part 84 (Nondiscrimination on the basis of Handicap)
- 45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)
- 45 CFR Part 93 (New Restrictions on Lobbying)
- 45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)
- 45 CFR Part 1321.61 (b)(4) (Support of State Titled VII Activities)

Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)
Equal Pay Act of 1963, as amended (29 USC 206)
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)
Single Audit Act of 1984 (31 USC 7501, et. seq.)
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs250.42 and 250.12 (b))
Office of Management and Budget (OMB)
- OMB Circular A-87 (Cost Principles for State and Local Governments)
- OMB Circular A-95 (Clearinghouse Review)
- OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)
- OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)
- OMB Circular A-122 (Cost Principles for Non-profit Organizations)
- OMB Circular A-128 (Audits of State and Local Governments)
- OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations)

Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)
Article 19 - J of the Executive Law
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)
Executive Law of New York State, Article 15 (State Human Rights Law)
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)
Executive Law, Section 544-A (Establishes Basic Requirements for LTCOP program under the Older Americans Act)
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)
EISEP Program Standards
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)
Legal Assistance Standards (94-PI-52)
Weatherization Referral and Packaging Program (WRAP) Handbook
Governor's 1960 Code of Fair Practices
Governor's Executive Order 6 (Affirmative Action Efforts)
Governor's Executive Order 19 (Prevention of Sexual Harassment)
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

Grievance Procedures

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

Right to File a Grievance

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

Denial of Service or Client's Unsatisfaction of Service

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

Grievance Process

Filing a Grievance

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

Investigation and Response to a Grievance

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

Appeal of Initial Response/Decision

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

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

Record Keeping

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

Confidentiality

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

FEB 28 2013

JOB DESCRIPTION

Date Written: 02/15/11

Job Title: Program Director **Status:** Exempt Salaried

Reports to: Senior Program Director **Company:** RCIL

Purpose: To direct and manage RCIL, AHIC and LDA Programs to assist individuals with disabilities to remain independent

Duties and Responsibilities:	**Frequency**[1]	**E/N**[2]	**Ref #**[3]
Oversee the administration and delivery of high quality services.	D	E	1-6
Oversee Program fiscal management. Provide statistical data and reporting as needed.	D	E	1-6
Supervise staff and assist with mediation and intervention strategies and implement to resolve conflicts. Advocate as needed. Assure compliance, quality, standards and accountability for all staff.	D	E	1,6
Assist consumers, guardians, and families in maximizing their abilities for self-determination by enabling them and empowering them in decision-making to the greatest extent possible. If necessary, provide mediation between the consumer and the providers, guardians, family members, RCIL, outside and/or collaborative agencies or other resources relative to the needs and desires identified by the consumer.	D	E	1-6
Ensure compliance with regulations set forth by various funding streams.	D	E	1-6
Oversee the development of program policies and staff training.	D	E	1-6
Network, market, and educate community resources including providing community outreach and education.	D	E	1-6
Assist in accessing and building community resources identified for the consumer, family members, and / or agency staff. Maintain professional relationships with agency personnel, county/local government personnel, collaborative agency personnel, funding/oversight organizations, consumers, families, and service providers.	D	E	1-6
Provide back-up coverage for key staff.	W	W	1
Serve as advocate for the consumer and facilitate whatever interdisciplinary services required to achieve clients goals and safety needs.	O	E	6
Other duties as assigned.	O	N	6
Participate in professional development opportunities.	D	E	1-6
Maintain confidentiality of all work related information.	D	E	5,6
Act in a manner consistent with the Independent Living Philosophy.	D	E	5,6

Education/Work Experience Requirements: Minimum of a Bachelor's Degree with three years of experience as a supervisor is required. Master's Degree with two years experience as an as a case manager with OMRDD and/or DOH/TBI experience. Social Work accreditation or Nursing background are acceptable or equivalent work experience.

Knowledge: Case management procedure and practices, crisis intervention practices, Home and Community Based Waivers, OMRDD system, DOH/TBI system, ADA, 504, SSDI, VESID, CBVH, entitlement programs, various disabilities and how they impact an individual's ability to function, IL Philosophy, and services available in the community.

Skills: Research, teaching, oral and written communication, supervision, negotiation, organization, planning, budgeting, community services, innovation, collaboration, advocacy, networking, computer

skills, flexibility, organization and responsiveness to working with diverse populations and multiple organizations.

The above statements are intended to describe the principle functions of the position. They are not intended to encompass all duties.

Employee: _____ Date: 3/15/11

Supervisor: _____ Date: 3/15/11

[1]Frequency:

D – Daily, **W** – Weekly, **M** – Monthly, **O** – Occasionally

[2]"E" indicates a job function that is essential. "N" indicates a job function that is non-essential.

[3]Reference Numbers:

1. The performance of this function is the reason that the job exists.
2. There are limited employees among whom the performance of this function can be distributed.
3. This function occupies a great deal of the employee's time.
4. This function is highly specialized. Employees are hired for the skill/ability to perform this function.
5. Failure to perform this function may have serious consequences.
6. The function was performed by past employees, and is performed by current employees.

JOB DESCRIPTION

Date Written: 5/28/02 **UPDATED:** 2/25/03; 5/22/07;1/29/08 Full Time

Job Title: ADS Activities Specialist **Status:** ~~Part Time hourly~~

Reports to: Program Director of Elderly Services **Company:** RCIL

Purpose: To develop and implement appropriate activities for individuals with developmental, physical, mental, and emotional disabilities participating in the Adult Day Services program.

Duties and Responsibilities	Frequency[1]	E/N[2]	Ref #[3]
Develop and maintain skills and leisure activities for Ads participants	O	E	1,2,4,6
Plans, prepares and orders material needed for daily therapeutic activities; gathers supplies needed for therapeutic activities on the previous day.	D	E	1,2,3,4,5,6
Plans and prepares bi-monthly grocery list for ADS activities involving cooking and baking programs.	D	E	1,2,3,4,5,6
Assist participants in performing independent living skills.	D	E	2,3,4,6
Observe participants for any unusual physical or behavioral changes and report to Program Coordinator, caregiver, and /or representative.	D	E	3,5,6
Complete consumer response log daily for OMRDD and TBI consumers.	D	E	1,2,6
Lead therapeutic activities in ADS Program	D	E	1,6
Train and conduct mandatory fire drills for consumers and staff as necessary by regulation.	O	E	5,6
Conduct therapeutic group and individual activities with participants.	D	E	1,2,3,4,5,6
Participate in Independent Living Plan team meetings.	O	E	6
Present in-service trainings to ADS staff.	O	E	2,6
Provide back up to ADS staff.	O	E	5,6
Provide and assist staff with 1:1 activities with participants.	D	E	1,2,3,4,5,6
Provide valued input and assist in planning monthly activities calendar with Activities Coordinator.	D	E	1,2,3,4,5,6
Checks and logs daily temps in refrigerator.	D	E	2,4
UTA, Whitesboro Limo and families private pay, contact participants daily to attend ADS.	D	O	5
Other duties as assigned.	O	N	5
Maintain confidentiality of all work related information.	D	E	5
Act in a manner consistent with the Independent Living philosophy.	D	E	5

Work Experience Requirements: Three to five years working with the elderly.

Education Requirements: Associates in Recreational Leadership or human services

Knowledge: Elderly and aging issues, developmental disabilities, mental, physical, and behavioral issues of the aging population

Skills: Oral and written communication, creativity, and organization

The above statements are intended to describe the principle functions of the position. They are not intended to encompass all duties.

Employee Joseph A Meeker Date 9-2-08

Supervisor Michelle Mrg Date 9/2/08

[1]Frequency:

D – Daily, **W** – Weekly, **M** – Monthly, **O** – Occasionally

[2]"E" indicates a job function that is essential. "N" indicates a job function that is non-essential.

[3]Reference Numbers:

1. The performance of this function is the reason that the job exists.
2. There are limited employees among whom the performance of this function can be distributed.

Appendix C 3a

JOB DESCRIPTION

Date Written: 4/1/09

Job Title: ADS Service Coordinator **Status:** Non Exempt

Reports to: Director of Elderly Services **Company:** RCIL

Purpose:

Duties and Responsibilities	Frequency[1]	E/N[2]	Ref #[3]
Provide community outreach and marketing to potential referral sources including attending related Health Fairs.			
Provide outreach including home visits for potential new referrals.			
Screen new ADS participants for initial assessment into ADS Program and complete initial paperwork.			
Keep consumer records current and adhere to funding agencies requirements for case records including consumer notes and person centered service plans including setting goals and desired outcomes.			
Complete all OMRDD and TBI required paperwork and responsibilities including compiling the data for and writing the monthly summary, writing the 6 month Group Habilitation Detailed Plan, attending ISP meetings, and any additional care conferencing meetings necessary to address priority issues and network with other providers to find a resolution.			
Provide case management and advocacy for ADS participants.			
Participate in the St Elizabeth Physician Homebound Program through monthly home visits with resident physicians to advocate for the homebound individual and identify other non medical needs.			
Meet with direct care staff though weekly care coordination meetings regarding new participants and any changes in a consumer's status.			
Other duties as assigned.	O	N	
Maintain confidentiality of all work related information	D	E	5
Act in a manner consistent with the Independent Living Philosophy	D	E	5

Work Experience Requirements:

Education Requirements:

Knowledge:

Skills:

The above statements are intended to describe the principle functions of the position. They are not intended to encompass all duties.

Employee: Carol Caruso Date: 7-6-09

Supervisor: [signature] Date: 7/6/09

[1]Frequency:
D – Daily, W – Weekly, M – Monthly, O – Occasionally

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[3]Reference Numbers:
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3. This function occupies a great deal of the employee's time.
4. This function is highly specialized. Employees are hired for the skill/ability to perform this function.
5. Failure to perform this function may have serious consequences.
6. The function was performed by past employees, and is performed by current employees.

JOB DESCRIPTION

Date Written: 3/21/11 Revised

Job Title: ADS Program Supervisor **Status: Exempt Salaried**

Reports to: Program Director **Company:** RCIL

Duties and Responsibilities:	Frequency[1]	E/N[2]	Ref #[3]
Oversee the daily operations of the ADS program including direct time spent in the program.	D	E	1 - 6
Oversee ADS Service Coordinator and all direct care staff including ADS driver, activities staff, and program aides.	D	E	1 - 6
Oversee the quality of the ADS Program.	D	E	1 - 6
Oversee ADS billing and complete all required reporting requirements for ADS Program.	D	E	1 - 6
Ensure compliance with regulations set forth by various funding streams.	D	E	1 - 6
Review for accuracy the monthly Training and Billing Sheets for OPWDD, NHTD, and TBI participants that the direct care staff fill out on daily basis and ensure that the valued outcomes and data collection are on track. Oversee all consumer records including TBI, NHTD, and OPWDD related paperwork.	D	E	1 - 6
Ensure compliance set forth by various funding streams.	D	E	1 - 6
Develop and update program policies.	D	E	1 - 6
Screen, educate, and counsel potential and current participants.	D	E	1 - 6
Network, market, and provide community outreach and education.	M	E	1 - 6
Other duties as assigned	D	N	1 - 6
Maintain confidentiality of all work related information	D	E	5
Act in a manner consistent with the Independent Living philosophy	D	E	5
Work Experience Requirements: One to three years working with the Elderly population (focus on Alzheimer's disease)			

Education Requirements (minimum): Masters or Bachelor's degree in health or human services or Associates Degree and three years experience working with the elderly or a High School Diploma with five years working with the elderly.

Skills: Organization, oral and written communication, responsiveness to working with the elderly and disabled population and problem solving skills

The above statements are intended to describe the principle functions of the position. They are not intended to encompass all duties.

Employee: _____ Date: 5/12/11

Supervisor: _____ Date: 5/20/11

[1]Frequency: D – Daily, W – Weekly, M – Monthly, O – Occasionally

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Appendix C

4b

JOB DESCRIPTION

Date Written: 8/9/02 **Update:** 1/23/04

Job Title: Recreation Therapist **Status:** Non-Exempt Salaried

Reports to: Director of Elderly Services **Company:** RCIL

Purpose: Assist in planning, organizing, and directing therapeutic recreation programs to effect improvement in the physical, mental, and social well being of ADS participants and seniors in low- income housing.

Duties and Responsibilities:	Frequency[1]	E/N[2]	Ref #[3]
Assess and evaluate all participants relative to their recreational/life skills/needs.	D	E	1,3,4
Participates in the development of participants' service plans.	W	E	1
Assist in planning, organizing, and directing activities on and off site such as games, programs, parties, music, and arts and crafts.	D	E	1,3
Conduct group and individual recreation activities according to participants' needs, capabilities, and interests.	D	E	1,3,4
Establish and maintain relationships with participants' caregivers.	D	E	1
Prepare reports documenting participants' behavior and progress.	M	E	5
Assist in coordinating participants and supervising staff to provide a therapeutic environment.	D	E	1,3,4
Other duties as assigned.	O	N	
Maintain confidentiality of all work related information.	D	E	5
Act in a manner consistent with the Independent Living.	D	E	5

Work Experience Requirements: Two years recreational therapy preferred

Educational Requirements (minimum): Bachelor's degree in Recreational Therapy or related field

Knowledge : Recreation therapy techniques for the dementia and disabled individuals, understanding of the elderly and aging process, developmental disabilities and Traumatic Brain Injured population, ADA, Olmstead

Skills: Oral and written communication, planning, organizing and implementing activities

The above statements are intended to describe the principle functions of the position. They are not intended to encompass all duties.

Employee: Carmella Bracci Date: 8-24-04

Supervisor: Mary R. Santacroce Date: 9/7/04

[1]Frequency:

D – Daily, W – Weekly, M – Monthly, O – Occasionally

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Appendix C

5a

JOB DESCRIPTION

Date Written: 4/1/09

Job Title: ADS Program Supervisor/ADAC Coordinator **Status:** Exempt Salaried

Reports to: Director of Elderly Services **Company:** RCIL

Purpose: To provide education on Alzheimer's disease and dementia to individuals with memory impairment and their caregivers.

Duties and Responsibilities	Frequency[1]	E/N[2]	Ref #[3]
ADAC Coordinator			
Facilitate monthly ADAC Support Group			
Facilitate monthly ADAC Coalition Meeting.			
Complete the ADAC Quarterly Report including a Success Story.			
Receive referrals and provide information and assistance as needed.			
Provide ongoing service coordination for persons with Alzheimer's disease and related dementias and their families through home visits and ongoing assessments including direct linkage to service providers.			
Network and provide outreach, education, and information to the community and direct care staff on Alzheimer's disease and related Dementias.			
Organize the ADAC Educational Series in the fall and winter.			
Ensure that the ADAC Workplan is implemented and that the goals are reached.			
ADS Program Supervisor			
Oversee the daily operations of the ADS Program including the incorporation of direct time spent on the ADS floor.			
Oversee all direct care staff including daily supervision and monitoring, training, and evaluation.			
Oversee the BRIDGE program.			
Oversee the IN Home Respite Program.			
Review for accuracy the monthly Training and Billing Sheets for OMRDD and TCI participants that the direct care staff fill out on a daily basis and ensure that the valued outcomes and data collection are on track.			
Other duties as assigned.	O	N	
Maintain confidentiality of all work related information.	D	E	5
Act in a manner consistent with the Independent Living philosophy.	D	E	5

Work Experience Requirements: One to three years working with the elderly population (focus on Alzheimer's Disease)

Education Requirements: Master's or Bachelor's degree in health or human services

Knowledge: Alzheimer's disease, dementia, office machines and procedures

Skills: Organization, oral and written communication, responsiveness to working with the elderly population

The above statements are intended to describe the principle functions of the position. They are not intended to encompass all duties.

Employee Joanne M. Burns Date 7/16/09

Supervisor [signature] Date 7/16/09

[1] Frequency:

D – Daily, **W** – Weekly, **M** – Monthly, **O** – Occasionally

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Appendix C

[3]Reference Numbers:

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JOB DESCRIPTION

Date Written: 10/18/08			
Job Title: Personal Care Aide (certified) for LCHSA)	**Status:** Non-Exempt		
Reports to: Administrator/DPS	**Company:** AHICI		
Purpose: To assist the Administrator/DPS in providing hands on consumer care within the confines of NYSDOH's Home Health Aides Scope of Tasks.			
Duties and Responsibilities:	**Frequency**[1]	**E/N**[2]	**Ref #**[3]
Accurate & timely documentation of tasks rendered for the customer			
Maintain confidentiality of all work related information.			
Perform other duties as assigned			
Act in a manner consistent with the Independent Living Philosophy			
Provide timely and complete assignment sheets and progress notes to the Agency			
Travel is a necessity to complete these responsibilities. Reliable, daily transportation is required.			
Capable of completing daily consumer care/service assignments			
PATIENT CARE			
Personal Care Aide health-related tasks are built upon the knowledge base of personal hygiene and household tasks denoted below and are **routinely** allowed to perform.			
• Housekeeping, shopping, changing beds, laundry, preparing meals, dusting, vacuuming, light cleaning, dishwashing, listing supplies needed, paying of bills, and other essential errands.			
• Personal hygiene, dressing, feeding, nutrition, and environmental support functions., bathing grooming, toileting, walking, transfer, feeding, skin care, turning and positioning and other assistance as needed and within the scope of a Personal Care Aides certification,			

Work Experience Requirements:

Education Requirements (minimum): Current NYS issued Personal Care Aide Certification.

Knowledge: Elderly and Aging issues, cultural diversity and disability

Skills: Ability to effectively communicate changes in the patient's condition to your immediate supervisor, ability to identify care concerns

The above statements are intended to describe the principle functions of the position. They are not intended to encompass all duties.

Employee: Tamara Lee Date: 1-22-10

Supervisor: [signature] Date: 5-4-10

[1]Frequency: D – Daily, W – Weekly, M – Monthly, O – Occasionally

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5. Failure to perform this function may have serious consequences.
6. The function was performed by past employees, and is performed by current employees.

ADDENDUM

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

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of

Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
   d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

1. The Contractor will or will continue to provide a drug-free workplace by:
   a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   b. Establishing an on-going drug-free awareness program to inform employees about:
      1. The dangers of drug abuse in the workplace;
      2. The Contractor's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance program; and
      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);

d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
   1. Abide by the terms of the statement; and
   2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
   1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

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

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

_____

_____

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

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

4. Health Insurance Portability and Accountability Act (HIPAA).

When applicable to the services provided pursuant to the Contract:

mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

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

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

14. Prohibition on Purchase of Tropical Hardwoods.
The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

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

15. Compliance with New York State Information Security Breach and Notification Act.
The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.
a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit
The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide

information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By:_____

Oneida County Executive

Contractor

By:_____

Name: Burt Danovitz, Ph.D.
Executive Director
Resource Center for Independent Living, Inc.

Approved as to Form only

_____

Oneida County Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

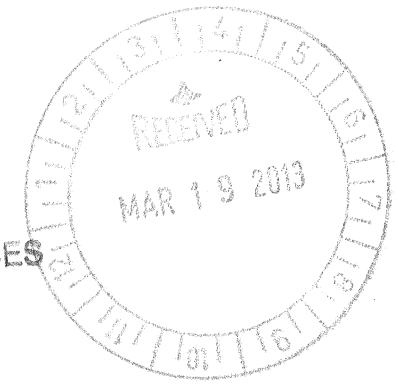
Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

PATRICE A. BOGAN, MS, FNP
INTERIM DIRECTOR OF HEALTH

ADMINISTRATION

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



January 31, 2013

FN 20 13 - 133

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

C-027930

Dear Mr. Picente:

Attached are five (5) copies of a contract between Oneida County through its Health Department and the New York State Department of Health for the provision of reimbursement to Oneida County for rabies expenses.

The Oneida County Health Department – Environmental Health is responsible for monitoring diseases that animals may transmit to humans. Since rabies is invariably fatal, this contract allows the Health Department to treat post exposure, specimen collection, pet vaccination and education and prevention activities. This is a multi-year contract from April 1, 2012 through March 31, 2017 with total five year reimbursement to Oneida County in the amount of $155,493.70.

Contract year April 1, 2012 through March 31, 2013
April 1, 2013 through April 1, 2014
April 1, 2014 through March 31, 2015
April 1, 2015 through March 31, 2016
April 1, 2016 through March 31, 2017 $31,098.74

This is a program mandated by Public Health Law.

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

Sincerely,

Patrice A. Bogan

Patrice A. Bogan, MS, FNP
Interim 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 3/19/13

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health C-027930

NAME AND ADDRESS OF VENDOR: Bureau of Communicable Disease Control
New York State Department of Health
Corning Tower, Empire State Plaza, Room 651
Albany, New York 12237

VENDOR CONTACT PERSON: Renee Lund-Feisthamel, Health Program Administrator

SUMMARY STATEMENTS: The Environmental Health Division is responsible for monitoring diseases that animals may transmit to humans. Rabies, which is invariably fatal, is the most significant of these diseases. This contract will allow the Health Department to treat human post exposure, specimen collection, pet vaccination and education and prevention activities.

INITIAL START DATE OF FIVE YEAR CONTRACT: April 1, 2012 through March 31, 2017 in the amount of $155,493.70 Yearly renewal is $31,098.74

_____NEW __X___RENEWAL _____AMENDMENT

FUNDING SOURCE: A4018 A3401.05 1 $155,493.70

Less Revenues:	
State Funds:	$31,098.74 for April 1, 2012 through March 31, 2013
County Dollars – Previous Contract	-0-
County Dollars – This Contract -	-0-

1 Five year grant period from April 1, 2012 through March 31, 2017

April 1, 2012 through March 31, 2013	$31,098.74
April 1, 2013 through March 31, 2014	$31,098.74
April 1, 2014 through March 31, 2015	$31,098.74
April 1, 2015 through March 31, 2016	$31,098.74
April 1, 2016 through March 31, 2017	$31,098.74

SIGNATURE: Patrice A. Bogan, MS, FNP Interim Director of Health
DATE: January 28, 2013

Contract Reviewed By: _____
Nichole M. Hinman, Esq.
Assistant County Attorney

Date: _____

GRANT CONTRACT (MULTI YEAR)

STATE AGENCY:
New York State Department of Health
Bureau of Communicable Disease Control
ESP – Corning Tower – Room 651
Albany, New York 12237

CONTRACT NUMBER:
C-027930

ORIGINATING AGENCY GLBU: DOH01

DEPARTMENT ID: 3450250

CONTRACTOR:
Oneida County Department of Health
Adirondack Bank building 185 Genesee Street
Utica, New York 13501

TYPE OF PROGRAM(S):

Aid to Localities
Rabies Reimbursement

NYS VENDOR IDENTIFICATION NUMBER:
1000002595

MUNICIPALITY NUMBER (If Applicable):
300100000000

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

MULTI YEAR CONTRACT PERIOD:
FROM: April 1, 2012
TO: March 31, 2017

FUNDING AMT. FOR INITIAL PERIOD:
31,098.74

TOTAL MULTI-YEAR FUNDING AMT.:
155,493.70

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

THE CONTRACTOR	Is	Is Not
A Sectarian Entity		X

THE CONTRACTOR	Is	Is Not
A Not-For-Profit Organization		X

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

X	Appendix A	Standard Clauses as required by the Attorney General for all State Contracts
X	Appendix A-1	Agency-Specific Clauses
X	Appendix B	Budget
X	Appendix C	Payment and Reporting Schedule
X	Appendix D	Program Workplan
X	Appendix X	Modification Agreement Form [to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods]

OTHER APPENDICES

___	Appendix A-2	Program-Specific Clauses
___	Appendix E-1	Proof of Workers' Compensation Coverage
___	Appendix E-2	Proof of Disability Insurance Coverage
X	Appendix H	Federal Health Insurance Portability and Accountability Act Business Associate Agreement
___	Appendix ___	
	Appendix ___	

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

CONTRACT NUMBER:
C-027930

CONTRACTOR:

By: _____

Anthony J. Picente, Jr.
Printed Name

Title: Oneida County Executive

Date: _____

STATE AGENCY:
New York State Department of Health

By: _____

Bradley J. Hutton
Printed Name

Title: Director, CCH

Date: _____

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

STATE 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 contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Contract.

_____
(Notary)

ATTORNEY GENERAL'S SIGNATURE

_____

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

_____

Title: _____

Date: _____

STATE OF NEW YORK
MULTI YEAR AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

A. The period of this AGREEMENT shall be as specified on the face page hereof. Should funding become unavailable, this AGREEMENT may be suspended until funding becomes available. In such event the STATE shall notify the CONTRACTOR immediately of learning of such unavailability of funds, however, any such suspension shall not be deemed to extend the term of the AGREEMENT beyond the end date specified on the face page hereof.

B. Funding for the entire contract period shall not exceed the amount specified as "Total Multi-Year Funding Amount" on the face page hereof.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency requirements as stated in Appendix A-1.

E. Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contract must be submitted to OSC for approval when:

The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or

The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

F. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Work plan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

G. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

H. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE'S designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

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

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

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

VI. Safeguards for Services and Confidentiality

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

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

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained in confidence and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, and as may be specified in Appendix A-1.

APPENDIX - A

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STANDARD CLAUSES FOR NYS CONTRACTS

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

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. 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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

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

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

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

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

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

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by
State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX – A1

APPENDIX A-1
(REV 10/12)

AGENCY SPECIFIC CLAUSES FOR ALL DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.

2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

3. Administrative Rules and Audits:

   a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.

      i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

      ii. For a nonprofit organization other than
      - an institution of higher education,
      - a hospital, or
      - an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

      use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

      iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

      iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

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

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

      i. If the contract is funded from federal funds, and the CONTRACTOR spends more than $500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

      ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than $500,000, and if the CONTRACTOR receives $300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the

CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

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

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

ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

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

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

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

a. LOBBYING CERTIFICATION

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

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

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

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

- No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 2701, Albany, 12237-0016.

d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.

iv. The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:

a) Payments of reasonable compensation made to its regularly employed officers or employees;

b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed $100,000; and

c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed $150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

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

Instructions for Certification

a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules Implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.

g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.

h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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

7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.

8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.

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

10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.

11. Where the State does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

12. Other Modifications

    a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:

    - Appendix B - any proposed modification to the contract which results in a change equal to or greater than 10 percent (for contracts less than five million dollars) or 5 percent (for contracts more than five million dollars) to the total contract value must be submitted to OSC for approval;
    - Appendix C - Section 11, Progress and Final Reports;
    - Appendix D - Program Workplan will require OSC approval.

    b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

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

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

    - **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
    - **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3;** OR
    - **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

    b. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2:**

    - **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
    - **DB-120.1** -- Certificate of Disability Benefits Insurance OR
    - **DB-155** -- Certificate of Disability Benefits Self-Insurance

14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

17. Notices:

All notices permitted or required hereunder shall be in writing and shall be transmitted either: a) via certified or registered United States mail, return receipt requested; b) by facsimile transmission; c) by personal delivery; d) by expedited delivery service; or e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health
Name: Renee Lund-Feisthamel
Title: Health Program Administrator
Address: ESP – Corning Tower – Room 651, Albany, NY 12237
Telephone Number: 518-473-4439
Facsimile Number: 518-474-7381
E-Mail Address: RLL03@health.state.ny.us

Oneida County Department of Health
Name: ~~Gayle D. Jones, PhD, MPH, CHES~~ Patrick A. Bogan, M.S., DNP
Title: ~~Public Health Director~~ Interim Director of Health
Address: Adirondack Bank building 185 Genesee Street Utica, New York 13501
Telephone Number: 315-798-5633
Facsimile Number: 315-266-6486
E-Mail Address: ~~gjones~~@ocgov.net
Pbogan

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

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

APPENDIX - B

Appendix B
Initial Period Budget

Vendor/Organization Name: Oneida County Health Department C-027930

Budget Period: April 1, 2012 through March 31, 2013

Personal Service:

Number of Positions	Title	Total Salary	% Time Devoted to This Project	Total Amount Budgeted from NYS
1	Public Health Sanitarian	$42,923	20%	$ 8,585.00

Fringe Benefits: @40.6%	$ 3,486.00
Total Personal Services: $60,349.74	$12,071.00

Other Than Personal Service

Supplies:	
Travel	
Insurance	
Telephone	
Postage:	
Contractual Services: Veterinary Services for rabies clinics	$1,000.00
Specimen Preparation and Shipment	$6,000.00
Other: Human Exposure Prophylaxis	$11,027.74
Pet Vaccine Clinics:	$1,000.00
Total Other Than Personal Service:	$19,027.74
Grand Total:	$31,098.74

Appendix B
Initial Period Budget

Vendor/Organization Name: Oneida County Health Department C-027930

Budget Period: April 1, 2012 through March 31, 2017

Personal Service:

Number of Positions	Title	Total Salary	% Time Devoted to This Project	Total Amount Budgeted from NYS
1	Public Health Sanitarian	$42,923		
Total Salary		$214,615	20%	$42,923
Fringe Benefits		40.62		$17,427
Total Personal Services				$60,350

Other Than Personal Service

Supplies		
Travel		
Insurance		
Telephone		
Postage		
Contractual Services:	Veterinary Services for Rabies Clinic	$ 5,000
	Specimen Preparation Shipment	$30,000
Equipment		
Other:	Human Exposure Prophylaxis	$55,143.70
	Pet Vaccination Clinics	$ 5,000.00
Total Other Than Personal Service:		$95,143.70
Grand Total:		$155,493.70

APPENDIX - C

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed 0 percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or, if renewed, in the PERIOD identified in the Appendix X, OR

- if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that the STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE'S designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- the end of the first quarterly period of this AGREEMENT; or

- if this contract is wholly or partially supported by federal funds, availability of the federal funds;

provided, however, that a proper voucher for this payment has been received in the STATE'S designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating

circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epayments@osc.state.ny.us or by telephone at 855-233-8363. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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

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

E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix, below. In addition, a final report must be submitted by the CONTRACTOR no later than 30 days after the end date of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.

F. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the Bureau of Communicable Disease Control, ESP – Corning Tower – Room 651, Albany, New York 12237.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 30 days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Appendix B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

II. Progress and Final Reports

Organization Name: **Oneida County Department of Health C-027930**

Budget Period: **April 1, 2012 – March 31, 2017**

A. Oneida County Department of Health will submit vouchers with supporting documentation on a quarterly basis, not later than 30 days from the end of each quarter. Such documentation includes a Master Patient List, Human Treatment Expense Sheet, Specimen Preparation, Treatment Cost Sheet, Vaccination Clinic Cost Breakdown by category, and Educational Documentation.

APPENDIX - D

APPENDIX D

RABIES WORKPLAN

Oneida County Department of Health
Contract Number: C-027930

I. Purpose of Agreement

The primary purpose of this Agreement is to implement a rabies plan that will protect the residents of the county from contracting rabies. The county has developed a comprehensive rabies protocol based on current NYSDOH guidelines. The protocol as approved by the Department of Health will be used to implement this AGREEMENT and is hereby incorporated into this Workplan.

This AGREEMENT also allows for reimbursement to counties of actual expenses for certain activities related to rabies control. These activities are county authorized, human postexposure treatment; specimen preparation and shipment; pet vaccination clinics; and rabies education and prevention.

II. Municipal Public Health Services Plan

The protocol developed as part of this agreement must also be incorporated into the county's Municipal Health Services Plan.

III. Reimbursement

The DEPARTMENT agrees to provide local assistance funding to the county for the activities undertaken pursuant to this AGREEMENT in accordance with the budget described in Appendix B.

By authorizing treatment of individuals due to rabies exposure, the local health department certifies that an investigation was conducted into the circumstances of the exposure and that the treatment is warranted and consistent with established NYSDOH protocols and guidelines. Expenses related to human postexposure treatment include rabies immune globulin, rabies vaccine, and the costs to administer the immune globulin and vaccine (i.e., hospital or private physician). The county must incur expenses in order to be reimbursed. All human postexposure treatment and specimen shipments authorized by the county and carried out according to the county's rabies protocol as outlined in this workplan must not result in an out-of-pocket expense for the individual exposed.

Regarding human postexposure treatment expenses, the county must ensure that third-party reimbursement is pursued prior to the submission of claims to the State. Third-party includes private insurance and Medicaid and Medicare, as appropriate. All third-party claims must be resolved prior to the submission of claims for payment. Expenses related to specimen preparation and shipment and may include costs associated with the euthanasia (if necessary and owner does not pay), decapitation, preparation and shipment of specimens.

The local health department shall hold a pet vaccination clinic for cats, dogs, and domesticated ferrets every four months. Reasonable expenses related to holding vaccination clinics are reimbursable. All advertising for clinics must indicate that the clinics are free of charge to county residents. Any donations received must be used to offset costs being claimed for reimbursement.

The local health department may use allocated funds for educational and preventive services, such as; public awareness campaigns; development and distribution of materials approved by NYSDOH Bureau of Communicable Disease Control; and training to increase awareness among pet dealers, animal care professionals, and animal and human health professionals specifically regarding rabies epidemiology, prevention and control. If other agencies, vet hospitals, etc. provide support for any of these services, those donations should offset expenses before reimbursement is requested from the state.

If expenses exceed the reimbursement levels set under this allocation, the excess amount may be claimed against State Aid according to the rules and procedures allowed under the county's approved Municipal Public Health Services Plan.

IV. Compliance

It is expressly understood and agreed that the services provided hereunder shall conform with, and be provided in accordance with the applicable provisions of federal, state, and local laws, rules, and regulations, as well as those court determinations, including limitation, decision, orders, judgments, etc. generally or specifically applicable to the subject matter of this AGREEMENT.

V. Rabies Protocol

The county's rabies protocol will be updated as necessary and as directed by the Bureau of Communicable Disease Control/Rabies Program. Continuation of this AGREEMENT is contingent upon submission of updated protocols. Updated rabies protocols as approved by the Bureau of Communicable Disease Control/Rabies Program will be incorporated by reference into this AGREEMENT, and will, along with the requirements in this Appendix, form the basis of the County's specific workplan for the purposes of this AGREEMENT. Updates to the rabies protocol for your county will be kept on file in the Rabies Program and in the county's offices.

APPENDIX – H

APPENDIX H

For CONTRACTOR that uses or discloses individually identifiable health information on behalf of a New York State Department of Health HIPPA-Covered Program

I. Definitions. For purposes of this Appendix H of this AGREEMENT:
   A. "Business Associate" shall mean CONTRACTOR.
   B. "Covered Program" shall mean the STATE.
   C. Other terms used, but not otherwise defined, in this AGREEMENT shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology Economic and Clinical Health Act ("HITECH") and implementing regulations, including those at 45 CFR Parts 160 and 164.

II. Obligations and Activities of Business Associate:
   A. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this AGREEMENT or as Required by Law.
   B. Business Associate agrees to use the appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this AGREEMENT.
   C. Business associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this AGREEMENT.
   D. Business Associate agrees to report to Covered Program as soon as reasonably practicable any use or disclosure of the Protected Health Information not provided for by this AGREEMENT of which it becomes aware. Business Associate also agrees to report to Covered Program any Breach of Unsecured Protected Health Information of which it becomes aware. Such report shall include, to the extent possible:
      1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
      2. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
      3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
      4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
      5. Contact procedures for Covered Program to ask questions or learn additional information.
   E. Business associate agrees to ensure that any agent, including a subcontractor, to whom it Provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Program agrees to the same restrictions and conditions that apply through this AGREEMENT to Business Associate with respect to such information.
   F. Business Associate agrees to provide access, at the request of Covered Program, and in the time and manner designated by Covered Program, to Protected Health Information in a designated Record Set, to Covered Program in order for Covered Program to comply with 45 CFR § 164.524.
   G. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Program directs in order for Covered Program to comply with 45 CFR § 164.526.
   H. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of,

Covered Program available to Covered Program, or to the Secretary of the federal Department of Health and Human Services, for purposes of the Secretary determining Covered Program's compliance with HIPAA, HITECH and 45 CFR Parts 160 and 164.

I. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

J. Business Associate agrees to provide to Covered Program, in time and manner designated by Covered Program, information collected in accordance with this AGREEMENT, to permit Covered Program to comply with 45 CFR § 164.528.

K. Business Associate agrees to comply with the security standards for the protection of electronic protected health information in 45 CFR § 164.308, 45 CFR § 164.310, CFR § 164.312, and 45 CFR § 164.316.

III. Permitted Uses and Disclosures by Business Associate.

A. Except as otherwise limited in this AGREEMENT, Business Associate may only use or disclose Protected Health Information as necessary to perform functions, activities, or services for, or on behalf of, Covered Program as specified in this AGREEMENT.

B. Business Associate may use Protected Health Information for the proper management and administration of Business Associate.

C. Business Associate may disclose Protected Health Information as Required By Law.

IV. Term and Termination

A. This AGREEMENT shall be effective for the term as specified on the cover page of this AGREEMENT, after which time all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program; provided that, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Appendix H of this AGREEMENT.

B. Termination for Cause. Upon Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for Business Associate to cure the breach and end the violation or may terminate this AGREEMENT if Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or Covered Program may immediately terminate this AGREEMENT if Business Associate has breached a material term of the AGREEMENT and cure is not possible.

C. Effect of Termination.

1. Except as provided in paragraph (c)(2) below, upon termination of this AGREEMENT, for any reason, Business Associate shall return or destroy all Protected Health Information from Covered Program, or created or received by Business Associate on behalf of Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
2. In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of Business Associate and Covered Program that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this AGREEMENT to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected Health Information.

V. Violations

A. Any violation of this AGREEMENT may cause irreparable harm to the STATE. Therefore, the STATE may seek any legal remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.

B. Business Associate shall indemnify and hold the STATE harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this AGREEMENT. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 Subpart D, or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE.

VI. Miscellaneous

A. Regulatory References. A reference in this AGREEMENT to a section in the Code of Federal Regulations means the section as in effect or as amended, and for which compliance is required.

B. Amendment. Business Associate and Covered Program agree to take such action as is necessary to amend this AGREEMENT from time to time as is necessary for Covered Program to comply with the requirements of HIPAA, HITECH and 45 CFR Parts 160 and 164.

C. Survival. The respective rights and obligations of Business Associate under (IV)(C) of this Appendix H of this AGREEMENT shall survive the termination of this AGREEMENT.

D. Interpretation. Any ambiguity in this AGREEMENT shall be resolved in favor of a meaning that permits Covered Program to comply with HIPAA, HITECH and CFR Parts 160 and 164.

E. HIV/AIDS. If HIV/AIDS information is to be disclosed under this AGREEMENT, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

GLBU: DOH01

APPENDIX X

Contract Number:	**Contractor:**
Amendment Number X - _____	**Department ID:**

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

_____ Modifies the contract period at no additional cost
_____ Modifies the contract period at additional cost
_____ Modifies the budget or payment terms
_____ Modifies the workplan or deliverables
_____ Replaces appendix(es) _____ with the attached appendix(es) _____
_____ Adds the attached appendix(es) _____
_____ Other (describe) _____

This amendment *is* ___ *is not* ___ a contract renewal as allowed for in the existing contract.

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

Prior to this amendment, the contract value and period were:

$ _____ From ___/___/_____ To ___/___/_____
(Value before amendment)

This amendment provides the following modification (complete only items being modified):

$ _____ From ___/___/_____ To ___/___/_____

This will result in new contract terms of:

$ _____ From ___/___/_____ To ___/___/_____
(All years thus far combined) (Initial start date) (Amendment end date)

Signature Page for:

Contract Number:	**Contractor:**
Amendment Number X -	**Department ID:**

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

CONTRACTOR SIGNATURE:

By: _____ Date: _____
(signature)

Printed Name: _____

Title: _____

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

On the _____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Contract.

_____
(Notary)

STATE AGENCY SIGNATURE:

By: _____ Date: _____
(signature)

_____
Printed Name

Title: _____

STATE AGENCY CLARIFICATION:
"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."

ATTORNEY GENERAL'S SIGNATURE

By: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Date: _____

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

PATRICE A. BOGAN, MS, FNP
INTERIM DIRECTOR OF HEALTH

ADMINISTRATION

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

March 12, 2013

FN 20 13-134

HEALTH & HUMAN SERVICES

WAYS & MEANS

RECEIVED
APR -4 2013
ONEIDA COUNTY LEGISLATURE

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

Dear Mr. Picente: Re: C-026522-2

Attached are five (5) copies of an amendment between Oneida County through its Health Department – Lead Poisoning Prevention Program and The New York State Department of Health.

Grant funds will be used to support enhanced local efforts to reduce the prevalence of elevated blood lead levels in children birth to18 years through the implementation of a comprehensive lead poisoning prevention program which includes public and professional outreach and education; collaboration with local health care providers for screening/testing, diagnostic evaluation, medical management, environmental interventions, and coordination of services for all children less than 18 years with elevated blood led levels; and primary prevention activities.

The term of this amendment shall become effective October 1, 2012 and remain in effect through September 30, 2013 in the amount of $204,807. This will result in new amended contract of $555,701 from October 1, 2010 through September 30, 2013. This amendment is 100% funded by the New York State Department of Health and is mandated by Public Health Law.

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

Feel free to contact me should you require additional information.

Sincerely,

Patrice A. Bogan, MS, FNP
Interim 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 4/4/13

Oneida County Department: **Public Health**

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

ONEIDA COUNTY BOARD
OF LEGISLATORS

NAME AND ADDRESS OF VENDOR: Pat Burl, Health Program Administrator
New York State Department of Health
Center for Environmental Health
ESP, Corning Tower, Room 1619
Albany, New York 12237

C-026522-2

SUMMARY STATEMENT: Grant funds will be used to support enhanced local efforts to reduce the prevalence of elevated blood lead levels in children birth to18 years through the implementation of a comprehensive lead poisoning prevention program which includes public and professional outreach and education; collaboration with local health care providers for screening/testing, diagnostic evaluation, medical management, environmental interventions, and coordination of services for all children less than 18 years with elevated blood lead levels; and primary prevention activities.

DATES OF OPERATION: October 1, 2012 to September 30, 2013

TOTAL FUNDING REQUESTED: $204,807

____**NEW** ____**RENEWAL** _X__ **AMENDMENT** _____ **APPLICATION**

FUNDING SOURCE: **(Federal $ - State $ - County $):** 100% State Funding

PAST PERFORMANCE DATA: October 1, 2010 to September 30, 2011 $146,087
October 1, 2011 to September 30, 2012 $204,807
October 1, 2012 to September 30, 2013 $204,807

O.C. DEPARTMENT STAFF COMMENTS: This is a multi-year term contract from October 1, 2010 to September 30, 2015.

Expense Account: A4015

Revenue Account: A3451

Agency Code 12000
APPENDIX X

Contract Number: C-026522 Contractor: Oneida County Health Department

Amendment Number X-C-026522-2 Vendor ID: 1000002595

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and Oneida County Health Department (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

_____ Modifies the contract period at no additional cost

_____ Modifies the contract period at additional cost

__X__ Modifies the budget or payment terms

__X__ Modifies the work plan or deliverables

__X__ Replaces appendix(es): B (Budget) and D (Workplan) with the attached appendix(es) B (Budget) and D (Workplan).

_____ Adds the attached appendix(es):.

_____ Other: (describe) _____

This amendment *Is* _X_ *is not* __ a contract renewal as allowed for in the existing contract.

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

Prior to this amendment, the contract value and period were:

$350,894.00 (Value before amendment) From 10 / 01 / 10 (Initial start date) to 09 / 30 / 12 .

This amendment provides the following addition (complete only items being modified):

$204,807.00 From 10 / 01 / 12 to 09 / 30 / 13 .

This will result in new contract terms of:

$555,701.00 (All years thus far combined) From 10 / 01 / 10 (Initial start date) to 09 / 30 / 13. (Amendment end date)

Signature Page for:

Contract Number: C-026522 Contractor: Oneida County Health Department

Amendment Number X-C-026522-2 Vendor ID: 1000002595

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

CONTRACTOR SIGNATURE:

By:_____ Date: _____
(signature)

Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

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

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

_____
(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

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

By:_____ Date:_____
(signature)

Printed Name: Robert L. Chinery

Title: Acting Director, Center for Environmental Health

ATTORNEY GENERAL'S SIGNATURE

By:_____ Date:_____

STATE COMPTROLLER'S SIGNATURE

By:_____ Date:_____

20012 – 2013 NEW YORK STATE
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN
Goals, Objectives, and Activities

SUMMARY STATEMENT: Grant funds will be used to support ENHANCED local efforts to reduce the prevalence of elevated blood lead levels in children birth to 18 years through the implementation of a comprehensive lead poisoning prevention program which includes: public and professional outreach and education; collaboration with local health care providers for screening/testing, diagnostic evaluation, medical management, environmental interventions, and coordination of services for all children less than 18 years with elevated blood lead levels; and primary prevention activities.

INSTRUCTIONS: The work plan includes all goals and objectives and minimum program requirements consistent with the state lead elimination plan, Public Health Law (PHL) and Administrative Rules and Regulations, and program guidelines. Each local health department (LHD) should plan specific activities to address the requirements that will accomplish the objectives during the grant year based on the unique needs of their community. The work plan should include quantifiable measures for local health department activities, with regard to surveillance, screening/testing, case management, and primary prevention. Each LHD will be expected to report quarterly on the progression/completion of the activities. Each LHD will need to report if evaluations were completed to validate meeting each objective measure. The impact of the activities should be summarized at the end of the contract year. Please complete the attached Work Plan (Appendix D) and Lead Poisoning Prevention Program Contact Information (Appendix E).

DIRECTIONS FOR COMPLETING THE WORK PLAN (APPENDIX D):

- Work plan must be completed in its entirety, and the format **cannot** be modified or changed.
- Fill in **General Contractor's Information**. Contact information for specific roles in the Lead Poisoning Prevention Program should be entered in Appendix E.
- Review each of the stated ***Goals* (1-5) and *Objectives* (1-9)** and complete all information as indicated in the **Activities**, **Targeted Date for Completion and Personnel Responsible/Evaluation Tool** columns for the new 2012-13 project period. See page 3 for an example.
- **Activities Column: *Minimum Required Activities (MRAs)***, consistent with PHL, Administrative Rules and Regulations, and Lead Poisoning Prevention Program guidance, have been entered in the **Activities** column next to each objective. **MRAs CANNOT BE DELETED.** Each LHD must:

  1) Place a (✓) or a (X) within each box indicating that the MRA will be met
  2) Propose activities (as indicated), based on the unique needs of their community, to achieve the stated objective during the grant year.

  All activities should be written in a **specific, measurable, attainable, realistic, and time specific (SMART)** format. Activities involving multiple steps, and those scheduled for the end of the contract year, MUST be in a SMART format (divided into tasks to be completed each quarter).

Note: Once a work plan has been approved, the quarterly narrative report must be populated with each approved activity. LHDs will use quarterly narrative reports to document the progression and completion of all approved activities, how the activities were evaluated, and the outcome of the evaluation. If planned activities shift based on unanticipated circumstances, quarterly reports should indicate changes and/or modifications. Quarterly vouchers/BSROEs will not be processed until the corresponding quarterly report has been received and approved by the Department.

- **Targeted Date for Completion** column: Indicate the quarter (1st, 2nd, 3rd, or 4th) or exact date each activity will be accomplished.

  Note: Some target dates have been completed for you. If an activity will not be completed until the 3rd or 4th quarter, indicate target dates for the steps taken each quarter to achieve the objective.
- **Personnel Responsible/Evaluation Tool(s)** column: Each LHD must enter:

  1) Name (s) of staff responsible to ensure completion of each objective

  2) How the activity will be evaluated (tracked, measured, progress toward achieving deliverable) to validate meeting each objective measure. For example, participant satisfaction surveys; pre-post test of change in knowledge, attitude change, belief and/or behavior; sign-in sheets; tracking inventory; number of telephone inquiries; number of "hits" on website; changes in blood lead testing numbers/rate; or changes in environmental referral and inspections numbers.

NOTE: **LHDs should refer to:**

- ***NYSDOH Guidelines for Follow-up of Children with Elevated Blood Lead Levels for Local Health Department Lead Poisoning Prevention Programs August 2009;***
- ***NYSDOH Guidelines for the Identification and Management of lead Exposure In Children December 2011;***
- ***Managing Elevated Blood Lead Levels Among Young Children: Recommendations from the Advisory Committee on Childhood Lead Poisoning Prevention, CDC March 2002 (www.CDC.gov/NCEH/Lead)***
- ***Gaining Access to Housing Units to Perform Lead-Related Inspections and other Lead Poisoning Primary Prevention Activities (Dec 2010)—if interested in reviewing this document – please request copy by sending e-mail on the LPPP web address (lppp@health.state.ny.us)***

DIRECTIONS FOR COMPLETING THE LEAD POISONING PREVENTION PROGRAM CONTACT INFORMATION (APPENDIX E):

- Enter the Corporate name and main contact information in the row next to "Corporation."

- **DO NOT DELETE "ROLES".** Examples of names and contact information have been entered for each role in Appendix E. Please delete the examples, and enter all information for each staff person assigned to that role, including back-up staff in your LPPP. If more than one person is assigned to a role, please designate as primary or back-up. Each role must have at least one staff person assigned to it. For Partial Service Counties, enter the DO Office Environmental staff person and contact information. Submit an updated Appendix E with quarterly narrative report if any change in staff.

20012 – 2013 NEW YORK STATE
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN
Goals, Objectives, and Activities

General Contractor's Information

Contractor: Oneida County Health Department

Contract #: C-026522

Corporate Name: _____

Address: 185 Genesee St. 4th Fl. Utica, NY 13502

Federal Employer ID#: 15-6000460

Charities Registration#, if applicable: _____

Contact information for specific roles in the Lead Poisoning Prevention Program should be entered in Appendix E. Submit a revised Appendix E with the next quarterly narrative report if any change in staff.

	Goal 1: Program Administration Local Health Departments (LHD) will effectively administer a Lead Poisoning Prevention Program (LPPP).		
Objectives	***Activities***	***Targeted Date for Completion***	***Personnel Responsible/ Evaluation Tool(s)***
OBJECTIVE 1: Develop & maintain an updated organizational chart, listing ALL LHD personnel performing lead-	***Minimum Required Activities:*** ☒ *1. a. A current organizational chart is attached that reflects position, name and funding source(s) of all personnel, including any vacant positions. Within the chart indicate all personnel who perform lead-related activities. Please indicate formal or informal lines of communication between nursing and environmental staff (include district office staff, if applicable). If any change in staff during the grant year, submit an updated organizational chart with the next quarter narrative report (and an updated Appendix E).*	*1. a. Submit with completed work plan and quarterly as needed*	1. a. *Personnel Responsible only:* Kathleen Paciello

related grant activities (include vacant positions and include both grant-funded and in-kind staff.	☒ *1. b. A current and/or updated list and description of other agencies and programs is attached that the lead program works with to accomplish lead poisoning prevention program activities.*	*1. b. Submit with completed work plan.*	1.b. *Personnel Responsible only:* *Kathleen Paciello*

OBJECTIVE 2: ***Maintain a current Lead Poisoning Prevention Program nursing and environmental policy and procedure manual(s) that is consistent with program goals, objectives, and activities. The manuals must be based on the NYS Public Health Law, NYS Administrative Rules and Regulations, follow-up services guidelines, and the Environmental Health Manual.*** *Note: All pertinent guidance documents are available at http://www.health.ny.gov/environmental/lead/.*	***Minimum Required Activities:*** ☒ *2. a. Review the Lead Poisoning Prevention Program nursing and environmental policy and procedure manuals* ***at least annually*** *per 10 NYCRR – Article 28 751.5 (c) and update as needed. As new guidance documents are made available during the contract year, update accordingly. Nursing manual must include the following:* ▪ *A written description of follow-up blood lead testing schedules and activities: confirmatory and follow-up blood lead testing schedules, educational mailings, and components of home visits, if applicable, for children up to the age of 18 years. If a modified approach is used for those 6 to 18 years of age, procedure must be written. Case discharge criteria must be included.* ▪ *Record documentation (include samples of all forms developed or used by the LHD) with the most recent revision date on the forms.* ▪ *Methods of communication and follow-up with parents and guardians (reminder letters, telephone calls and home visits).* ▪ *Methods of communication with LHD or NYSDOH DO environmental health staff to discuss specific cases and when environmental referrals have been made.* ▪ *Methods of communication with HCPs on required follow-up activities if not provided by the LHD.* ▪ *Procedure for assisting families with temporary relocations, if necessary.* ▪ *If applicable, procedure for training new LHD staff on capillary specimen collection techniques. LHDs with experience and expertise in performing capillary sampling for lead screening may also choose to provide training in this technique to staff in HCP offices; if this is done the training protocol should be included in the LHD manual.* ▪ *If applicable, approved protocol for use of a point of care device from Wadsworth Center Clinical Laboratory Evaluation Program and current registration.* ▪ *Quality Assurance and Quality Improvement activities (include case review, chart reviews, and actions for any deficiencies noted). Per 10NYCRR-Article 28 Section 751.8* ▪ *LeadWeb and other comparable data management activities (pre-screening and matching, case matching, case management, environmental referrals).* ☒ *2. b. Manuals are centrally located and available for use by local health department staff and for review by state staff during the site visit review process or upon request from central or regional office NYSDOH staff.* *Check one or both:* ☒ *LHD has hard copy manual(s)* ☒ *LHD has manual(s) in a shared directory*	*2. a. Annual review date: 6/13* *2. b. At the time the work plan is submitted and if any changes are made to the location*	*2.a. Personnel Responsible: Kathleen Paciello* *2.b. Personnel Responsible: Kathleen Paciello*

OBJECTIVE 3: Demonstrate (such as GIS maps, surveillance data, key informants, community partners) that LHD has capability to identify and assess high-risk populations annually.

Minimum Required Activities:

☒ *3. a. List below the high-risk populations and/or communities that you have identified in your county, including a brief description of how they were identified. More lines may be added to the table as needed.*

Examples of high risk populations may include: children living in poverty; communities with a high prevalence of children with elevated blood lead levels; communities with a high prevalence of pre-1960 housing in poor condition; refugee and/or immigrant populations; children on Medicaid, and/or other targeted groups or areas specific to your county. Such groups may be identified through community health assessments; local census, lead surveillance and other data; focus groups; or other quantifiable or qualitative sources of information.

3. a.

High Risk Population/Communities	***How Identified***
Low income children/families	*Census data, GIS mapping by census tract & block group; tenant and property owner seminars in held in high risk neighborhoods each year; new medical resident training (St. Elizabeth's Hospital) to educate them on making referrals in high risk area; training of medical and nursing staff at Utica Community Health Center to make referrals of high risk groups, staff attends Hoops & dreams and other community events in high risk area to publicize activities; PSA on lead hazards runs on local radio station throughout year followed by Cornhill area residents, ad runs in Utica Phoenix newspaper on lead hazards and program offerings.*
Pre-1950s housing	*Census data, GIS mapping, Google mapping by census track and block group*
Rental units	*Census data and GIS mapping by census tract and block group*
Latino recent immigrants	*Faith-based organization outreach to area churches, (evening presentations with Spanish interpreter), speak at annual Mohawk Valley Latino festival each year, PSA was translated and runs on Spanish radio station each week.*
Bosnian immigrants with limited English proficiency	*Translated PSA in Serbo-Croation runs on Bosnian Radio station each week.*
Newborns living in pre-1950s high risk	*Matching Birth Registry data to list of high risk*

3. a. At the time the work plan is submitted.

3. a *Personnel Responsible: Catherine Bullwinkle & CLPP staff Kathleen Paciello & LPPP staff Evaluation Tool(s): attitude change, belief and/or behavior change, number of telephone inquiries, changes in BLL testing numbers/rates, changes in Environmental referral and inspection numbers, changes in lead poisoning incident numbers, monitoring of refugee BLLs*

	housing	*streets by census track and block group*		
	Blood lead level 5-9 µg/dL range living in high risk area	*Contact attempt made via phone, mail, and drive by to offer free home inspections and services*		
	Blood lead level 10-14 µg/dL range living in high risk area	*Contact attempt made via phone, mail, and drive by to offer free home inspections, and services*		
	Newly arrived refugees	*From State DOH refugee reports indicating family members, dates of arrival, primary language, utilize interpreter to contact and have translated contact sheets that may be left at door during drive bys if family is not home, interpreter goes on drive bys with staff. Provide seminars to refugees with interpreters to educate on lead testing, lead hazard reduction and home safety several times per year at Refugee Center.*		
	Review of Addresses with Prior EBLL	*Review databases, lists of EBLL addresses by street for high risk areas*		
	Head Start-up to 800 children throughout county	*Annual Head Start/LPP Health Day, lead education packets provided to every Head Start Family each October just after start of school year, provide physicals and lead testing at the event at end of Summer each year.*		
	Neighborhood Center	*Outreach to low income families attending child care at center.*		
	*3. b. Briefly describe at least one additional activity to identify if any **NEW** high-risk population and/or community within your county, or one not previously identified, and the projected completion date during this contract year.* *1. March to the Middle Campaign to identify high risk housing in the 1600 blocks of the Cornhill area, all cross streets, and Oneida Street to the traffic circle is targeted for 2012-2013. This includes inspections to detect visual hazards from the street, letters to all property owners with lead hazard reduction information, and lead safe work practice information. Property owner information is accessed from the Property Look up Database which is reviewed to determine if there are any new refugee landlords or groups that we were not previously aware of. June 2013 completion date.*	*3. b. 1. Ongoing*	*3. b. 1. Personnel Responsible: Catherine Bullwinkle & CLPP staff* *Evaluation Tool(s): Number of telephone inquiries, changes in Environmental referrals and inspection numbers, changes in lead poisoning incident numbers*

	Goal 2: Education Increase knowledge and awareness of the public, health care providers, other professionals, and local policymakers regarding the problem of lead poisoning and its prevention in children and pregnant women, based on the needs of the county, and including the specific impact on your community.		
Objectives	***Activities***	***Targeted Date for Completion***	***Personnel Responsible/ Evaluation Tool(s)***
OBJECTIVE 4: Improve both (a) pediatric and (b) prenatal health care providers' knowledge, favorable attitudes and practices related to prevention, identification and management of lead poisoning among children and pregnant women in your county.	***Minimum Required Activities:*** ☒ *4. Local health departments shall provide public and professional education and community outreach on lead poisoning prevention.* ***4. a. Pediatric Health Care Providers*** *List and briefly describe* ***at least two activities*** *to meet this objective, including target groups (specific names), completion dates, and methods to evaluate education, attitude, and practices. More lines may be added to the table as needed.* *Note:* *LHDs should utilize* ***NYSDOH Guidelines for the Identification and Management of Lead Exposure in Children December 2011****and the services of the Regional Lead Resource Center (RLRC) for provider education, when applicable. Please document if activity was completed in collaboration with a RLRC.* ***1 — Name: Oneida County Pediatric Health Care Providers and Family — Activity: Grand Rounds – presentation by Dr. Weinberger/RLRC, BLL testing/risk***	*4. a. 1 By the end of the 3rd Quarter*	*4. a. 1 Personnel Responsible: Kathleen Paciello*

		Practitioners	***assessment questions/risk reduction information provided.***	*Evaluation Tool(s): Sign-in sheet, evaluation tool, changes in BLL testing/rates, belief and/or attitude change*
	2	***Oneida County Pediatric Health Care Providers and Family Practitioners***	***A mailing will be sent, which will include updates related to lead poisoning issues. All mailings reference the OCHD website.***	

4. b. Prenatal Health Care Providers

List and briefly describe ***at least two activities*** *to meet this objective, including target groups (specific names), completion dates, and methods to evaluate education, attitude, and practices. More lines may be added to the table as needed.*

Note: *LHDs should utilize Guidelines for the Prevention, Identification and Management of Lead Poisoning in Pregnant and Postpartum Women.2012and the services of the Regional Lead Resource Center (RLRC) for provider education, when applicable. Please document if activity was completed in collaboration with a RLRC.*

	Name	***Activity***
1	***Oneida County Prenatal Health Care Providers***	***Prenatal Health Care Providers will be invited to Grand Rounds with Dr. Weinberger/RLRC, BLL testing/risk assessment questions/risk reduction information provided..***
2	***Oneida County Prenatal Health Care Providers***	***Mailings are sent to Ob/Gyn Providers. Letters include updates related to lead poisoning issues. All mailings reference the OCHD website. Letters including updated information will be sent once ACOG Guidelines are finalized.***

4. a. 2 By the end of the 4th Quarter

4. b. 1 By the end of the 3th quarter

4. b. 2 By the end of the 3th quarter

4. a. 2 Personnel Responsible: Catherine Bullwinkle Evaluation Tool(s): Changes in BLL testing/rates, belief and/or attitude change

4. a. 1 Personnel Responsible: Kathleen Paciello Evaluation Tool(s): Sign-in sheet, evaluation tool, changes in BLL testing/rates, belief and/or attitude change

4. b. 2 Personnel Responsible: Catherine Bullwinkle Kathleen Paciello Evaluation Tool(s): Changes in BLL testing/rates. belief and/or attitude change

Objectives	***Activities***	***Targeted Date for Completion***	***Personnel Responsible/ Evaluation Tool(s)***

OBJECTIVE 5: Increase the knowledge of the (a) public, (b) community organizations, professional groups and (c) policymakers on lead poisoning and its prevention in children and pregnant women in your county.

Minimum Required Activities:

☒ *5. Local health departments shall provide public and professional education and community outreach on lead poisoning prevention.*

List and briefly describe at least one activity for each target group to meet this objective with completion dates, and methods of evaluating activities. More lines may be added to the table as needed.

Note:
LHDs may access the services of a Regional Lead Resource Center (RLRC) for education when applicable. Please document if activity was completed in collaboration with a RLRC.

5. a. Public:

	Group Name	*Activity*		
1	*General Public*	*Collaborate with local media to educate the public about lead poisoning issues via articles and/or radio presentations.*	*5. a. 1.Ongoing*	*5. a. 1. Personnel Responsible: Catherine Bullwinkle Kenneth Fanelli Evaluation Tool(s): Number of telephone inquiries, changes in blood lead testing/rates*
2	*General Public*	*Display at Utica Community Food Bank – There is an ongoing display at the Utica Community Food Bank which describes OCHD Lead Poisoning Prevention Programs, identifying lead hazards, and risk reduction.*		
3	*General Public*	*Display at Jervis Library in Rome – Display at Jervis Library in the months of November and December 2012 which will include items of concern, descriptions of OCHD Lead Poisoning Prevention Programs, identifying lead hazards, and risk reduction, and the importance of BLL testing.*	*5. a. 2. Ongoing*	*5. a. 2. Personnel Responsible: Kathleen Paciello Judy Evans Evaluation Tool(s): Number of telephone inquiries, changes in blood lead level testing/rates*
4.	*General Public, homeowners, landlords, health care providers, day care providers, parents. contractors*	*Continue to update the OHCHD section of the Oneida County Website. Includes current information related to screening, lead poisoning prevention, lead hazard reduction, work safe and work clean concepts, lead safety for contractors. EPA training links, lead related links, HEPA vacuum loaner program, lead recalls, maps identifying designated high risk areas, health care provider online course with CCEs, HUD Visual Assessment course and Green Window Initiative. In addition, viewers can sign up for Property Owner, Window Replacement Seminars, Lead Safe Work Practice, Renovation and Remodeling and EOPA Lead Abatement courses. Links have been added for*	*5. a. 3. 1st Quarter*	*5. a. 3. Personnel Responsible: Kathleen Paciello Judy Evans Evaluation Tool(s): Number of telephone*

		Certified Renovators, and reports to EPA and Attorney General regarding unsafe renovations.		*inquiries, changes in blood lead level testing/rates*
5.	*DSS, WIC and OCHD Clinic clients*	*Collaborate with Headstart to obtain children's art work related to lead poisoning prevention. Artwork is then displayed at the main waiting area of DSS, WIC Utica and Rome sites and the OCHD Clinic during Lead Poisoning Prevention Week. Descriptions of OCHD Lead Poisoning Prevention Programs, identifying lead hazards, importance of BLL testing, and risk reduction information is also displayed.*	*5. a. 4. Ongoing*	*5. a. 4 Personnel Responsible: Krista Drake Evaluation Tool(s): Number of telephone inquiries, changes in blood lead level testing/rates*
6.	*General Public*	*County food banks are provided with lead poisoning prevention materials to be distributed in facilities and/or placed into food boxes.*		
7.	*Headstart parents/guardians and students*	*An annual Health Fair is held at MVCAA Headstart. Services provided include physical examinations, hearing tests, vision tests, heights/weights/BMIs, dental exams, health education presentation, immunizations, review of BLL records and BLL testing when deemed necessary.*	*5. a. 5. 1st Quarter*	*5. a. 5. Personnel Responsible: Kathleen Paciello Judy Evans Evaluation Tool(s): Number of telephone inquiries, changes in blood lead level testing/rates*
8.	*Headstart students*	*One Health Education Presentation will be provided to Headstart students at the Cornerstone (Utica) site. This event includes a puppet show, storytelling and a magic show. Children are taught about the dangers of lead paint and dust. They are discouraged from putting fingers and items in their mouths. Healthy diets are encouraged. A letter will be sent home to parents explaining the event and will include educational material.*	*5. a. 6. 4th Quarter*	*5. a. 6. Personnel Responsible: Kathleen Paciello Evaluation Tool(s): Number of telephone inquiries, changes in blood lead level testing/rates*
9.	*General Public*	*Lead Poisoning Prevention information will be provided at Community Health Fairs upon request. Educational materials will be distributed and OCHD staff will be available to answer questions. Summary of events will be submitted with each quarterly report.*	*5. a. 7 .4th Quarter*	*5. a. 7. Personnel Responsible: Catherine Bullwinkle Kathleen Paciello, Judy Evans, Jack Ksiadz, James Rudnitski, Eric*

				Jackson *Evaluation Tool(s): Number of telephone inquiries, changes in blood lead level testing/rates, number of children BLL tested at event*
			5. a. 8 .3rd Quarter	*5. a. 8. Personnel Responsible: Kathleen Paciello* *Evaluation Tool(s): Number of telephone inquiries, changes in BLL testing numbers/rates*
			5. a. 9. Ongoing	*5. a. 9. Personnel Responsible: Krista Drake Jesse Orton* *Evaluation Tool(s): Number of telephone inquiries, number of handouts provided, changes in BLL testing numbers/rates*
	5. b. Community Organizations/Professional Groups:		*5. b. 1. 10/4/12*	*5. b. 1. Personnel Responsible: Kathleen Paciello* *Evaluation Tool(s): Sign-in sheets, pre/post tests, evaluation forms, attitude change, belief and/or behavior change, number of telephone inquiries, changes in*

	Group Name	*Activity*
1	*Resource for Independent Living (RCIL)*	*Lead Poisoning Prevention Presentation to be provided. RCIL will distribute invitations to community agencies and the general public. Information provided to include causes and effects of lead poisoning, importance of BLL testing and prevention strategies.*

	2	*Utica College Child Life and Early Childhood Development students.*	*Lead Poisoning Prevention Presentation to be provided. Information provided to include causes and effects of lead poisoning, importance of BLL testing and prevention strategies.*		*blood lead level testing/rates*
	3.	*Kids Oneida Staff*	*Lead Poisoning Prevention Presentation to be provided to Kids Oneida staff. This organization works with children diagnosed with mental health illnesses and provides protective/preventive services to families under DSS contract. Information provided to include causes and effects of lead poisoning, importance of BLL testing and prevention strategies.*	*5. b. 2. 10/9/12*	*5. b. 2. Personnel Responsible: Kathleen Paciello Evaluation Tool(s): Class attendance, pre/post tests, evaluation forms, attitude change, belief and/or behavior change, number of telephone inquiries, changes in blood lead level testing/rates*
	4.	*Family Day Care Association*	*Lead Poisoning Prevention Presentation to be provided. Information provided to include causes and effects of lead poisoning, prevention strategies and NYSDOH regulations related to child care providers.*		
	5.	*Department of Social Services home visitation staff*	*Lead Poisoning Prevention Presentation to be provided. Information provided to include causes and effects of lead poisoning, importance of BLL testing, prevention strategies, and ways in which OCHD and DSS can work together to prevent childhood lead poisoning and increase testing rates.*	*5. b. 3. 10/16/12*	*5. b. 3. Personnel Responsible: Kathleen Paciello Evaluation Tool(s): Sign-in sheets, pre/post tests, evaluation forms, attitude change, belief and/or behavior change, number of telephone inquiries, changes in blood lead level testing/rates*
	6.	*Nursing Students*	*LPPP staff will allow area nursing students to shadow them when conducting initial and/or follow up Case Coordination Outreach and Environmental home visits.*		
	7.	*Professional Advisory Committee*	*Program updates, BLL testing, and incidence rates are provided at quarterly meetings.*		
	8.	*Veterinarians, animal shelters, groomers, pet shops, community events*	*"Protect Your Pets From Lead Poisoning" brochures developed by LPPP are provided upon request. Letters are mailed with a sample brochure and an offer to mail copies upon request. This brochure is also available in PDF on the OCHD website. Information is provided which includes, but is not limited to the risk of pets tracking lead dust through homes and the possibility of them becoming aggressive if lead poisoned.*		
	9.	*Annual School Nurse Conference*	*Community Educator will attend the Annual School Nurse Conference. A display table will include lead poisoning prevention and BLL testing information.*	*5. b. 4. 10/23/12*	*5. b. 4. Personnel Responsible: Kathleen Paciello Evaluation Tool(s): Sign-in sheets, pre/post tests, evaluation forms, attitude change,*
	10.	*Kids Oneida Parent Group*	*Lead Poisoning Prevention Presentation to be provided. Information provided to include causes and effects of lead poisoning, prevention strategies, and*		

		importance/schedule of BLL testing.		*belief and/or behavior change, number of telephone Inquiries.*
	11.	*WIC Staff*	*Lead Poisoning Prevention Presentation to be provided. Information provided to include causes and effects of lead poisoning, prevention strategies, and importance/schedule of BLL testing.*		
				5. b. 5.Upon DSS request	*5. b. 5. Personnel Responsible: Kathleen Paciello Evaluation Tool(s): Sign-in sheets, pre/post tests, evaluation forms, attitude change, belief and/or behavior change, number of telephone Inquiries.*
				5. b. 6.1st Quarter and upon request	*5. b. 6. Personnel Responsible: Jack Ksiadz James Rudnitski Eric Jackson Evaluation Tool(s): Student feedback, attitude change, belief and/or behavior change, number of telephone inquiries*
				5. b.7 .Quarterly	*5. b. 7. Personnel Responsible: Kathleen Paciello Catherine Bullwinkle Evaluation Tool(s): number of telephone inquiries, changes in blood lead level testing/rates*

		5. b. 8. 3rd Quarter	*5. b. 8. Personnel Responsible: Kathleen Paciello Judy Evans Evaluation Tool(s): number of brochures requested, attitude change, belief and/or behavior change, number of telephone inquiries*
		5. b. 9. 3rd Quarter	*5. b. 9, Personnel Responsible: Krista Drake Evaluation Tool(s): number of attendees, number of handouts provided, attitude change, belief and/or behavior change, changes in BLL testing numbers/rates, number of telephone inquiries*
		5. b. 10. 11/13/12	*5. b. 10, Personnel Responsible: Kathleen Paciello Evaluation Tool(s): Sign-in sheets, pre/post tests, evaluation forms, attitude change, belief and/or behavior change, number of telephone inquiries, changes in blood lead level testing/rates*

5. c. Policymakers (for example-county board of health, county legislature):

	Group Name	*Activity*
1	*Oneida County Executive*	*Updated information is provided which relates to incidence and testing rates and programs being provided to county residents.*
2	*Oneida County Legislators*	*Updated information is provided which relates to incidence and testing rates and programs being provided to county residents.*

5. b. 11. 1/28/13

5. b. 11, Personnel Responsible: Kathleen Paciello Evaluation Tool(s): Sign-in sheets, pre/post tests, evaluation forms, attitude change, belief and/or behavior change, number of telephone inquiries, changes in blood lead level testing/rates

5. c. 1. Ongoing

5. c. 1. Personnel Responsible: Patrice Bogan Daniel Gilmore Catherine Bullwinkle Evaluation Tool(s): Direct feedback, ongoing support and media announcements

5. c. 2. Ongoing

5. c. 2. Personnel Responsible: Patrice Bogan Daniel Gilmore Catherine Bullwinkle Evaluation Tool(s): Direct feedback and ongoing support

Goal 3: Blood Lead Testing and Screening
All children and pregnant women are tested for lead poisoning consistent with requirements outlined in NYS Public Health Law, Administrative Rules and Regulations and CDC guidelines.

Objectives	***Activities***	***Targeted Date for Completion***	***Personnel Responsible/ Evaluation Tool(s)***
OBJECTIVE 6: To increase blood lead testing rates of all one year old children (9 months to less than 18 months of age) and two year old children (18 months to less than 36 months of age) by 5% annually at the county level.	***6. Minimum Required Activities:*** ***6. a. Using NYS Lead Testing and Lead Poisoning Among New York State Children 2008 Report, answer the following questions for your county as a baseline testing rate. Testing rates must be monitored and reported in the narrative report each quarter by using NYSIIS Clinical Performance Reports (when available) or local data analysis.*** *6. a. 1. Children residing in your county that have reached 18 months of age but less than six years of age and have had one or more tests between 9 months and before 18 months of age.* *# of children tested 1,431* *Percentage of children tested 55.2%* *6. a. 2. Children residing in your county that have reached 36 months of age and have had one or more tests between 18 months and before 36 months of age.* *# of children tested 1,421* *Percentage of children tested 54.8* ☒ ***6. b. Local barriers to achieving required blood lead testing at or around one and two years of age have been identified and s***trategies created to reduce or eliminate the major barriers. ***Document the barriers and corresponding strategies in the table below. in the table below*** *For example,*	***6. a.*** *At the time the work plan is submitted and each quarter* ***6. b. 1.*** *At the time the work plan is submitted. Data to be reported in each quarterly report.*	***6. a.*** *Personnel Responsible: Kathleen Paciello Judy Evans Evaluation Tool(s): Increase in BLL testing/rates* ***6. b. .1*** *Personnel Responsible: Kathleen Paciello Catherine Bullwinkle Evaluation Tool(s): Changes in BLL testing/rates, belief and /or attitude change, number of telephone inquiries, changes in Environmental referral and inspection numbers, participant satisfaction surveys, pre-post test scores*

	Local Barriers	*Activities to Reduce or Eliminate Barriers*
1	*Families do not obtain lead tests at outside laboratories when a lab slip is written by a provider.*	*- Continue to monitor capillary testing and mail letters to parents and HCPs when capillary levels warrant a follow-up venous test.* *- Continue to provide support to HCPs using LeadCare II. Inquiries are answered and explanations are provided as needed.* *- Continue to stress the importance of testing at 1 & 2 and until the age of 6 (when warranted) when communicating with the general public, community organizations and HCPs through the media, community presentations and/or individual inquires. Continue with media events, library displays, food bank display, and community presentations as described in Objective 5 as a means to educate the public of the importance of BLL testing.*

	2	*Health care providers are skeptical about the need for lead testing at age two when the one year old test result was less than 5 ug/dL.*	*- The importance of continued BLL testing is stressed at Grand Rounds, held in conjunction with RLRC.* *- Annual mailings to HCPs stress the importance of BLL testing at ages one and two. Two year old reminder letters are mailed to parents and HCPs,*	***6. b .2.*** *At the time the work plan is submitted. Data to be reported in each quarterly report.*	***6. b..2.*** *Personnel Responsible: Kathleen Paciello Judy Evans Evaluation Tool(s): Changes in BLL testing/rates, belief and /or attitude change*
	3	*The percentage of children BLL tested at around one year of age is below the recommended percentage. Heath Care providers do not always test at age one and parents/guardians are not always aware that their children need to be BLL tested at one year of age.*	*- Consideration will be given to the feasibility of sending one year old reminder letters to parents of children approaching one year of age (letters will be copied to HCPs). Manpower available to complete this task and postage costs will be considered.* *- Continue with community presentations as described in Objective 5 as a means to educate HCPs and parents/guardians.*	***6. b. 3.*** *2nd Quarter*	***6. b. 3.*** *Personnel Responsible: Kathleen Paciello Judy Evans Evaluation Tool(s): Changes in BLL testing/rates, belief and /or attitude change*

OBJECTIVE 6: To increase blood lead testing rates ...**continued.**

☒ ***6. c.***

List and briefly describe the activities to meet the objective to increase lead testing rates. Planned activities should align with barriers identified and any relevant educational activities described in Goal 2 as a way to increase testing and screening.
For example, generate NYSIIS clinical performance one year old and two year old test reports (when available) for the last completed quarter for children residing in your county. Target the provider(s) with the lowest testing rates displayed on the report. The education may include: NYS testing requirements, county's testing rates, the provider's testing rates, data unique to the county (i.e., high risk groups and communities), a copy of the NYSDOH Guidelines for the Identification and Management of Lead Exposure in Children, and how to use NYSIIS prompts and reports as a tool to increase testing rates and management of children in the practice.

6. c. Increase blood lead testing rates of one and two year old children

	Local Barriers	*Activities to Reduce or Eliminate Barriers*		
1	*Families do not obtain lead tests at outside laboratories when a lab slip is written by a provider.*	*All activities described in section 5. a. stress the importance of BLL testing. Community presentations related to parent groups focus on the importance of BLL testing. A flier specific to the importance of following through once a lab slip is provided to parents will be developed and added*	***6. c 1.*** *Ongoing, fliers will be developed by the 2nd Quarter and distributed by the 3rd Quarter*	***6. c. 1.*** *Personnel Responsible: Kathleen Paciello Judy Evans Evaluation Tool(s): Changes in BLL*

			to displays. Copies of fliers will be offered to HCPs to be displayed in medical offices.		*testing/rates, belief and /or attitude change, number of telephone inquiries*
	2	*Health care providers are skeptical about the need for lead testing at age two when the one year old test result was less than 5 ug/dL.*	*Generate NYSIIS clinical performance one year old and two year old test reports (when available). Providers with the lowest testing rates displayed on the report will receive educational materials including NYS testing requirements, Oneida County's the provider's testing rates, data unique to the county (i.e., high risk groups and communities), a copy of the NYSDOH Guidelines for the Identification and Management of Lead Exposure in Children, and/or how to use NYSIIS prompts and reports as a tool to increase testing rates and management of children in the practice will be included.*	***6. c. 2.*** *Will begin once clinical performance reports are available through NYSIIS*	***6. c. 2*** *Personnel Responsible: Kathleen Paciello Judy Evans Evaluation Tool(s): number of letters mailed, changes in BLL testing/rates, belief and /or attitude change*
OBJECTIVE 7: Provide or arrange for blood lead testing for children in the county who require lead screening per Section 67-1, but cannot obtain a lead test due to lack of insurance coverage or underinsured.	***Minimum Required Activities:*** ☒ *7. a. LHDs will provide or arrange for lead testing for uninsured children and establish systems for referring screening results to the child's primary health care provider.* *Note:* *LHDs may use grant funding to pay for a blood lead test for an uninsured or underinsured child, for testing performed at a community event as part of the LPPP grant deliverables, and under special circumstances (at the discretion of the NYSDOH LPPP).* *Check one :* *____ LHD provides lead testing using a point of care device. Children who require a confirmatory test or follow-up test (history of a confirmed elevated blood lead level), are referred for a venous test analyzed at a clinical permitted laboratory using a complex testing method.* *____ LHD contracts with [Insert name of facility/laboratory] _____ to provide all lead testing.* *✓ LHD collects venous or capillary sample and sends to a permitted clinical laboratory for analysis.*		7. a. *All contract year.*	***7. a*** *Personnel Responsible: Kathleen Paciello Judy Evans Evaluation Tool(s): Number of children tested at OCHD Clinic*

	☒ *7. b. The LHD Lead Poisoning Prevention Program (or contracted facility) has developed, maintained and implemented a sliding fee schedule for blood lead testing of children from families with incomes in excess of 200% FPL, pursuant to Section 606 of the Public Health Law.* ***Attach a copy of the current sliding fee scale to the completed work plan.*** *Note:* *The maximum fee charged to families should only cover the LHD cost of laboratory collection fees and reporting of results. The fee scale should not create barriers to testing. Those families with incomes below 200% of the federal poverty level should not be charged for blood lead testing. Sliding fee scales must be reviewed and updated at least annually; a copy must be in the policy and procedure manual. LHDs should attempt to collect fees for blood lead testing from third party payers, when available.* ☒ *7. c. Refer parents of all children without insurance to a facilitated enroller to identify and assist the family in enrolling in an insurance program.* *Note:* *The referral for health insurance should be documented in the child's record.* *Check one:* *____LHD provides facilitated enrollment services.* *__√__ LHD refers parents to [Insert name of facility/agency] Perinatal Network __ for facilitated enrollment services*	7. b *At the time the work plan is submitted AND with the policy and procedure annual review Date of annual review: 6/13* 7. c. *All contract year.*	**7. b.** *Personnel Responsible: Kathleen Paciello Judy Evans* *Evaluation Tool(s): Number of families using sliding fee scale* **7. c.** *Personnel Responsible: Kathleen Paciello Judy Evans* *Evaluation Tool(s): Number of referrals to Perinatal Network facilitated enrollment*
	Goal 4: Follow Up of Children with Elevated Blood Lead Levels All children with elevated blood lead levels receive timely and appropriate follow-up services, consistent with the PH Law, Administrative Rules and Regulations and CDC guidelines.		
Objectives	***Activities***		***Personnel Responsible***
OBJECTIVE 8: Institute measures to identify and track all children with BLL ≥ 10 ug/dL to assure appropriate follow-up in accordance with current NYSDOH regulations (10 NYCRR, Part 67) and guidelines.	**Minimum Required Activities:** **Nursing Follow Up of Children with Elevated Blood Lead Levels** ☒ *8. a. All records in LeadWeb are pre-screened daily to assure timely and appropriate follow-up for children with elevated blood lead levels. Note: LHDs must obtain addresses and date of birth if missing on a record and review prior 7 days of records to identify if any records may have been transferred to the county, entered as a paper lab slip, or electronically loaded for a previous day.* ☒ *8. b. All records in LeadWeb with results of 10 ug/dL or greater are matched daily. Note: Records missing an address or date of birth can no longer be matched until the missing data is entered.* ☒ *8. c. All records in LeadWeb with results less than 10 ug/dL are matched at least weekly. Note: Records should not remain in the "Holding Bin" for more than 1 week.* ☒ *8. d. Timely completion of LeadWeb "Follow-up Services" page for all children with blood lead levels 10 ug/dL or greater. Note: Follow-up services screen for children with EBLL 45 ug/dL or greater must be completed within*	*8. All contract year*	***8. a-h.*** *Personnel Responsible: Kathleen Paciello Judy Evans, Jack Ksiadz, James Rudnitski, Eric Jackson* *Evaluation Tool(s): Follow-up Services Report,*

"Follow-up" means actions by local health units and health care providers which, depending on the blood lead level and exposure history of the child, shall include as appropriate: risk reduction education, follow-up testing, confirmatory testing, diagnostic evaluation, medical management, environmental management and case management, in accordance with generally accepted medical standards and public health guidelines.	*one week.* ☒ *8. e. Environmental referrals for those children requiring an environmental investigation (by LHD or DO staff) must be created using the "Environmental Referral" link in LeadWeb.* ☒ *8. f. All children with BLLs ≥ 10 ug/dL are tracked to assure follow-up testing and other follow up services are completed within appropriate timeframes.* ☐ *8. g. If the LHD is serving as a child's primary care provider, all follow up services required in Part 67-1 are provided and .* ☒ 8. h. Review on a monthly basis "Children Requiring Follow-up Services" screen for those 10 ug/dL and greater and those less than 10 ug/dL . *Additional activities that may be provided by LHDs but are NOT required by NYSDOH. Check if performing:* ❑ *8 h. LHD tracks children with BLLs 5 – 9 ug/dL. Give a brief description of follow-up activities performed for those with a BLL 5 – 9 ug/dL and if the population is limited to an age range.* • *Provide lead risk reduction information and BLL reminder letters to the parents of all children identified with a BLL of 9 – 14 ug/dL through a direct mailing. Mailings are documented on the Lead Instruction Sheet. Charts are maintained including a copy of the Lead Instruction Sheet with handouts checked that were mailed to parents/guardians. Reminder letters are sent notifying parents/guardians of the date for the next lead test (daily– at the time case management screens are completed).* • *Lead risk reduction and nutrition information is provided to the parents/guardians of all children identified with BLLs ≥ 15 ug/dL through a direct mailing and/or discussion by telephone and during initial visit by Outreach Worker/Family Education Specialist and Sanitarian.* • *Parents/guardians are offered free use of HEPA vacuum cleaners in an effort to reduce lead dust levels.* • *Parents/guardians, and HCPs (when known) are provided with a letter explaining the need for follow-up testing within appropriate timeframes (ongoing). This information is provided to schools and service providers when a release has been signed by the parent/guardian, allowing such communication.* • *Bi-weekly case reviews are held with Program Coordinator, Outreach Worker, Family Education Specialist and Sanitarian in order to monitor and evaluate follow-up activities for children with BLLs ≥15 ug/dL including but not limited to ASQ's, BLLs, change of primary and secondary addresses, HCPs, Environmental inspections and re-inspections. Program Coordinator or designee enters notes into LeadWeb for each case reviewed. Dates of meetings and number of cases reviewed are tracked on a LPPP Quality Management Table.* • *Bi-weekly Unit Meetings are held with Program Coordinator, Outreach Worker, Family Education Specialist, Data Manager, and Sanitarian in order to discuss any questions staff has related to programmatic issues. Information discussed is recorded on LPPP Secure Shared Drive. This provides staff the ability to review meeting topics on an ongoing basis and when absent from meetings.* • *Initial joint home visits with Outreach Worker/Family Education Specialist and Sanitarian are scheduled.* • *Program Coordinator or designee reviews each new lab slip related to cases involved in LPPP Case Coordination and all lab slips related to children with BLLs of 9 ug/dL and above. Program Coordinator or designee enters notes in LeadWeb with a status update for all open Case Coordination cases each time lab slips are reviewed.* • *Program Coordinator notifies Sanitarian when children receiving Case Coordination Services have had a BLL increase of 5 ugdL or greater. Program Coordinator, Sanitarian, Outreach Worker and/or Family Education Specialist then meet to determine what may have caused the BLL increase. Re-inspections of homes are conducted when warranted.* • *If families have barriers to communication that would prevent access to care and/or the provision of safe and appropriate care or education by OCHD personnel, the Program Coordinator or his/her designee will contact the*		*changes in BLL testing numbers/rates, number of mailings, number of units cleaned/children/ pregnant women impacted by use of HEPA vacuum, tracking inventory*

	appropriate community interpretation/translation provider as per the Agency's "Preventing Barriers to Communication Policy" and contracts (ongoing). Interpreter logs are maintained and matched to invoices received for interpreter services and are reviewed by Program Coordinator or designee. Number of times interpreters are used and number of hours used per month are tracked. • *Program Coordinator sends a list of all children with BLLs ≥ 20 ug/dL to RLRC in the form of a monthly summary. Identifying information is removed for cases in which a parents/guardians have not signed HIPAA releases. Case updates are provided and feedback is received from RLRC on an as needed basis. RLRC mails recommendation letters to HCPs when deemed necessary. Program Coordinator or designee documents communications with RLRC in LeadWeb records.* • *Families are provided with Simple Green cleaner, spray bottles and paper towels. Staff provide cleaning supplies to parents/guardians upon initial home visits (only when lead hazards are found), and at follow-up home visits as needed.* **Environmental Management** ***Partial Service Counties*** ☐ Partial service counties should communicate and coordinate with district offices to refer cases and assure environmental management is completed. ***Full Service Counties*** ☒ Provide environmental management services for all children referred for environmental management in accordance with guidelines. ☒ Exposure investigations should be completed within the guidelines and timeframes (August 2009-LHD Guidelines for Follow-up of EBL) and in accordance with Environmental Health Manual Items CSFP 720, 730. 731, and 732, as applicable. When lead hazards are identified as a result of an EBLL investigation, a notice and demand for correction of the hazards is issued in an efficient manner. ☒ Environmental follow up associated with an EBLL investigation will continue until the case is closed in accordance with CSFP 734 of the Environmental Health Manual. ☒ Maintain or provide for a reliable workforce to investigate and manage cases of EBLL by (1) maintaining current status as an EPA certified firm and a sufficient number of EPA-certified risk assessors, (2) depending on a formal association with a District Office, or (3) contracting with an outside company or agency for XRF services. ☒ Timely completion of LeadWeb environmental screens for primary, secondary (if applicable) and other dwelling (as needed) for all children for whom an environmental referral has been created. **Note:** Environmental screens *for children with EBLL 45 ug/dL or greater must be completed within one week.* List and briefly describe the activities to meet this objective, and any additional follow-up case coordination activities conducted beyond those minimally required. • *Home risk assessment visits are carried out as per Environmental policy and may include visual inspection, XRF testing, dust wipe samplings, soil, water, or other samples as indicated and may include secondary addresses if indicated. Program Coordinator holds case review meetings with Outreach Worker, Family Education Specialist and/or Sr. Sanitarian at least bi-weekly to ensure testing is being completed and to track progress of completed units. Case review notes are entered into LeadWeb by Program Coordinator or designee. The number of cases reviewed is recorded on LPPP Quality Management Table.* • *If testing is positive for lead-based paint or other lead hazards, Sanitarian completes and mails Notice & Demands to homeowners or landlords within ten (10) business days of the home visit if applicable, or as per*		*Environmental Management Personnel Responsible: Kathleen Paciello, James Rudnitski Eric Jackson, Francis Zimmer, Bobbi Kahl, Andrew Stanier* *Evaluation Tool(s): Changes in incident numbers, number of Environmental inspections conducted, number of Notice and Demand's mailed, number of units closed, number of enforcement hearings, number of dust wipe samples taken/units tested*

	OCHD policy. Program Coordinator holds case review meetings with Outreach Worker, Family Education Specialist and/or Sanitarian at least bi-weekly. Program Coordinator or designee review all Notice and Demands that are sent in order to ensure they are being sent in a timely manner. Program Coordinator or designee enters a note in the child record of LeadWeb when Notice and Demand notices related to initial inspections and closures. • *All samples taken at any residences are prepared, labeled and mailed to the appropriate laboratory by Sanitarian or Sampling Technician as per OCHD policy.* • *Sanitarian tracks all investigations, Notice & Demands, re-inspections, enforcements, and outstanding addresses to be acted upon for initial inspection, re-inspection and enforcement in LeadWeb. Program Coordinator holds case review meetings with Outreach Worker, Family Education Specialist and/or Sanitarian at least bi-weekly in order to discuss any barriers to completing inspections in a timely manner. Case review notes are entered into LeadWeb by Program Coordinator or designee. The number of cases reviewed is recorded on LPPP Quality Management Table.* • *Environmental case management associated with EBLL investigations continues until the case is closed in accordance with CSFP 734 of the Environmental Health Manual. Dust Wipe Sampling is performed at each residence to ensure that units pass clearance testing prior to closing case. Program Coordinator or designee reviews LeadWeb information prior to approving case closures.* • *Sanitarian prepares cases for enforcement actions in consultation with Program Coordinator and Assistant County Attorney. Program Coordinator holds case review meetings with Outreach Worker, Family Education Specialist and/or Sanitarian at least bi-weekly. Cases needing enforcement action are discussed. Case review notes are entered into LeadWeb by Program Coordinator or designee. The number of cases reviewed is recorded on LPPP Quality Management Table.*		
	Goal 5: Primary Prevention Lead hazards in the community are identified and controlled *before* children become lead poisoned.		
Objectives	***Activities***	***Targeted Date for Completion***	***Personnel Responsible/ Evaluation Tool(s)***
Objective 9: **Plan, develop and implement primary prevention activities that are consistent with identified needs and available resources.**	**Minimum Required Activities:** ☒ Identify and partner with other local agencies, organizations and stakeholders to develop a shared local approach for primary prevention. ☒ Identify local communities, neighborhoods and buildings with the highest need for primary prevention strategies. ☒ Develop strategies, consistent with local resources, to provide primary prevention services to the areas of highest need. List and briefly describe activities to meet this objective including target groups, and completion dates. *Please see Oneida County's Primary Prevention Grant for detailed activities.*	***9. Ongoing***	***9. Personnel Responsible:*** *Catherine Bullwinkle, CLPP staff* ***Evaluation Tool(s):*** *see Oneida County's Primary Prevention Grant for evaluation tools*

Appendix B
Table A
LEAD POISONING PREVENTION PROGRAM (LPPP)
OPERATING BUDGET AND FUNDING REQUEST
Contract Period: October 2012 – September 2013

	Total Expense	Amount Requested from NYS	3rd Party	Other Source	Specify Other Source
Total Personal Services	$312,701	$175,784	$0	$136,917	
Total Non Personal Services	$51,445	$29,023	$0	$22,422	
GRAND TOTAL	$364,146	$204,807	$0	$159,339	

Appendix B
Table A-1
LEAD POISONING PREVENTION PROGRAM (LPPP)
OPERATING BUDGET AND FUNDING REQUEST
Contract Period: October 2012 – September 2013

PERSONAL SERVICES

Title	Annual Salary	% FTE	# of Mos.	Total Expense	Amount Requested from NYS	3rd Party	Other Source	Specify Other Source
(List Personnel Budgeted)								
Interim Director of Health	$78,591	1%	12	$786	$0		$786	In-kind
Environmental Health Director	$78,363	10%	12	$7,836	$0		$7,836	In-kind
Fiscal Services Administrator	$84,109	3%	12	$2,523	$0		$2,523	In-kind
Assistant County Attorney	$32,282	3%	12	$968	$0		$968	In-kind
Public Education Coordinator	$48,429	3%	12	$1,453	$0		$1,453	In-kind
Program Coordinator	$65,007	100%	12	$65,007	$65,007			
Family Education Specialist	$46,214	35%	12	$16,175	$16,175			
Public Health Sanitarian	$38,311	100%	12	$38,311	$0		$38,311	In-kind
Data Manager	$25,191	100%	12	$25,191	$0		$25,191	In-kind
Outreach Worker	$39,698	100%	12	$39,698	$39,698			
Principal Clerk	$43,738	10%	12	$4,374	$0		$4,374	In-kind
Principal Clerk	$44,055	2%	12	$881	$0		$881	In-kind
Public Health Educator	$47,158	10%	12	$4,716	$0		$4,716	In-kind
Public Health Educator	$40,436	5%	12	$2,022	$0		$2,022	In-kind
Sr. Public Health Sanitarian	$58,613	5%	12	$2,931	$0		$2,931	In-kind
Public Health Sanitarian	$43,218	5%	12	$2,161	$0		$2,161	In-kind
Sub-Total Personnel Services				$215,033	120,880	0	$94,153	
Fringe Benefits* 45.42 %				$97,668	54,904		$42,764	
Total Personal Services				$312,701	X $175,784	$0	$136,917	

* If more than one fringe benefit is used, use an average fringe rate for the calculation on this form.

BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT

FORM B-1

PERSONAL SERVICES

Contractor: Oneida County Health Department
Contract Period: October 2012 – September 2013
Contract Number C-026522

PERSONAL SERVICE

Title	Incumbent	Description
Interim Director of Health	Patrice A. Bogan, MS, FNP	Responsible for oversight of all department programs.
Environmental Health Director	Daniel W. Gilmore Ph.D	Responsible for oversight of the Environmental Health Division
Fiscal Services Administrator	Thomas Engle	Responsible for all fiscal oversight and budgets.
Assistant County Attorney	Brian Miga, Esq.	Responsible for legal/enforcement actions.
Public Education Coordinator	Kenneth Fanelli	Responsible for public relations, media, social marketing, web site, press releases.
Program Coordinator	Kathleen Paciello	Responsible for managing all aspects of LPPP, oversight of workplan/budget, provides community education presentations upon request.
Family Education Specialist	James Rudnitski	Responsible for providing Case Coordination Services to families for approximately twelve (16) LPPP cases. Completes ASQ's, developmental screening. Refers children to Early Intervention and CPSE as needed. Acts as designee to Program Coordinator upon request.
Public Health Sanitarian	Eric Jackson	Responsible for investigations, EPA Risk Assessor.
Data Manager	Judy Evans	Responsible for clerical related functions including taking messages, data
Outreach Worker	Jack Ksiadz	Responsible for providing Case Coordination Services. Completes ASQ's, developmental screening. Refers children to Early Intervention and CPSE as needed.
Principal Clerk	Jacqueline St. Thomas	Responsible for clerical related functions icnluding answering phones, taking messages, typing Notice & Demands.
Principal Clerk	Donna Kistner	Responsible for clerical related functions including answering phones, taking messages.
Public Health Educator	Krista Drake	Responsible for community lead educational programs, health fairs, webiste.

Public Health Educator	Jesse Orton	Responsible for community lead educational programs, health fairs, webiste.
Sr. Public Health Sanitarian	Francis Zimmer	Responsible for assisting LPPP Sanitarian, Eric Jackson with inspections when necessary.
Public Health Sanitarian	Bobbi Jo Girven	Responsible for assisting LPPP Sanitarian, Eric Jackson with inspections when necessary.

FORM B-2
FRINGE BENEFITS

Contractor: Oneida County Health Department
Contract Period: October 2012 – September 2013
Contract Number C-026522

FRINGE BENEFITS

Component	Rate (%)
FICA/Medicare	7.65%
Health Insurance	15.92%
Life Insurance	0.00%
Unemployment Insurance	0.25%
Disability Insurance	0.00%
Worker's Compensation	2.20%
Pension/Retirement	19.40%
Total Fringe Benefit Rate*	45.42%

*This amount must equal the percentage used in budget calculations.

BUDGET NARRATIVE/JUSTIFICATION ATTACHMENT

FORM B-3

NON PERSONAL SERVICES (NPS)

Contractor: Oneida County Health Department
Contract Period: October 2012 – September 2013
Contract Number C-026522

NON PERSONAL SERVICES (NPS)

Item	Cost	Description
Office Supplies	$1,500	Supplies needed to run an efficient office, supplies for education/outreach programs and general office supplies including paper, card stock, note paper, poster board, laminating pouches,markers, handouts, chart dividers, binders, copier paper, printer ink, pens, post-its. Data Manager will likely be in need of a printer. Dura mat chair mat
Postage/Mailings	$2,000	Correspondence with parents/guardians and health care providers related to re-test letters and lead hazard reduction materials and Notice & Demands. All Notice & Demands and some BLL overdue letters are sent by regular and certified mail.
Printing	$2,500	Printing of outreach/educational materials used for presentations provided by LPPP staff, including PowerPoint slides. Printing of materials routinely used in case records and in mailings to parents/guardians and health care providers. Printing of materials provided to food banks.
Travel: Administrative	$100	Mileage rate of 55.5 cents/mile, Travel to out office meetings and community presentations. *Mileage is always adjusted based on the current Federal mileage reimbursement rate.
Travel: Program	$1,500	Mileage rate 55.5 cents/ mile for Outreach Worker and Family Education Specialist home visits, meetings with community agencies. *Mileage is always adjusted based on the current Federal mileage reimbursement rate.
Interpreter Services	$5,168	$45./hr as per contract with MAMI and Language & Cultural Services Interpreter Services, and part-time interpreter (Burmese/Karen) .5 days per week for the purpose of effectively communicating with and providing lead hazard reduction education to refugee families during home visits (130 visits averaging aprox. $39.75 per visit = $5,168 ($3,590 grant funding, $1,578 In kind).

Dust Wipe Laboratory Analysis	$6,552	24-72 hr. TAT on dust wipe samples, through UNYSE Lab to support clearance testing on secondary prevention cases, repeat testing to clear units and insure lead dust levels are within safe levels for occupants. Includes testing of spices and other substances that are suspected to have lead content. Amount determined by funds required for dust wipe analysis during the previous grant year. Aprox. 910 samples taken at 160 units @ an average of $7.20 per sample = 185 dust wipe sample visits with an average of 1,120 samples taken @ $7 per sample = $6,552 ($4,730 grant funding, $1,822 In kind).
Blackberry	$636	To be used by Program Coordinator as a means to make and receive phone calls from staff and check email messages when out of the office.
Cleaning Supplies	$587	Simple Green Cleaner and paper towels to be provided to LPPP families upon initial contact and as needed at follow up home visits in order to immediately reduce lead dust hazards. Cleaning instructions to be provided by staff (9 cases of Simple Green cleaner@ $55.05 per case = $495.45, 8 cases of paper towels @ $11.48 per case = $91.84. Total $587.
Health Education Presentation	$400	One Dancing Bear Puppet Show. Includes a puppet show, storytelling and a magic show promoting avoidance of lead based paint chips and dust, healthy diets and handwashing. To be performed at the Headstart Cornerstone site.
Computers (2)	$1,722	Two HP computers, monitors, and operating software to replace existing computers being used by LPPP staff.
Ipads (2)	$2,369	**Hardware:** New IPAD 64 GB 4 LTE with 5 megapixel cameras (2 @ $825). **Related Supplies:** Incipio Plex Display CL-470 (IPAD Glare screen protector) 2 per package ($20). Incipio Kickstand IPAD-009 Heavy duty Case with elastic wriststrap to protect against dropping during field use (2 @ $100). **Software:**Palm-Tech Inspection Software (1 @ $499). Total: $2,369.
Cellular Service to support use of Ipads	$720	Celluluar service to support Ipad use. $30 per month x 2. Total: $720 In kind.

Quality Improvement Coordinator (125 hrs./yr @ $55 p/h)	$15,342	Prepares reports and gives presentations to CE, Legislators, City of Utica officials, DOH, media, develops program materials, documentation forms, policies, procedures, prepares MOUs, prepares contract drafts and RFPs for legal review, coalition building activities, research lead safe regulations, schedules and chairs lead related meetings, provides community presentations, provides LPPP Program Coordinator with support as needed.
Sampling Technician	$7,389	Trained in RRP, Dust Wipe Sampling, and RRP Supervisor Course. Assists Sanitarian with visual inspections, dust wipe sampling, preparing Enforcement documents, and Notice & Demands. Delivers and cleans HEPA vacuum. Educates families in the proper use and cleaning of HEPA vacuums. Maintains data related to HEPA vacuum useage. Works in LPPP two half days per week. Hourly rate of $18.85 (this includes StaffWorks fees) x [illegible]
XRF Resourcing	$2,960	Required annual resourcing of the XRF used for lead inspections. Includes $2,880 for resourcing and $80 shipping.

ONEIDA COUNTYCLPPP
LIST AND DESCRIPTION OF SUPPORTING AGENCIES AND PROGRAMS
2012

- Excellus Blue Cross/Blue Shield – Provided funding used to purchase HEPA vacuum cleaners to be loaned out to LPPP clients as needed.
- Mid-York Library System – Displays and provides guidance and information to community members upon request.
- Mid-York Child Care Coordinating Council – Hosts sessions in which LPPP staff provide lead poisoning prevention information and program details to child care providers.
- Oneida County Family Day Care Association - Hosts sessions in which LPPP staff provide lead poisoning prevention information and program details to child care providers.
- Mohawk Valley Center for Refugee Resettlement – Cooperates with requests to assist LPPP staff in obtaining addresses, contact, and HCP information for refugees placed in Oneida County. Hosts quarterly Consortium Meetings.
- St. Elizabeth Hospital Community Design Team – Invites CLPP/OCHD staff to quarterly meetings to provide updates related to lead activities.
- St. Elizabeth Hospital - Works with LPPP staff to organize and host Grand Rounds with Dr. Weinberger/RLRC.
- Mid-York Perinatal Center – Provides Facilitated Enrollment for individuals lacking medical coverage. Provides advocacy services for individuals in need of assistance in accessing health care and/or communicating with health care service providers.
- Oneida County: Oneida County Executive's Office – Supports LPPP program in the annual State of the County Address. Supports lead prevention activities and participates in media events upon request.
- Oneida County Information Technology Department – Provides county website access. Works with PH Educator and CQIC to develop new lead education sections. Works with LPPP staff and CQIC to develop and maintain databases and secure, shared computer space.
- DSS/CPS, Foster Care, Homefinding, Case Management Units- Hosts sessions in which LPPP staff provide lead poisoning prevention and program details to staff.
- Oneida County Planning Department – Provides assistance with GIS mapping or other items to support lead prevention initiatives.
- MAMI Interpreters – Contracts with LPPP for interpretation services for LPPP families.
- Language and Cultural Services - Contracts with LPPP for interpretation services for LPPP families.
- Mohawk Valley Community Action – Includes LPPP staff in Advisory Board Meetings. This provides an opportunity for LPPP staff to present lead poisoning prevention information and program updates/events to staff from numerous community agencies. In addition, MVCAA hosts annual health fairs. These health fairs provide an opportunity for children enrolled in the Headstart program to receive free physical exams including BMI screening, immunizations, vision screening and dental exams. In addition, children's BLL are reviewed in LeadWeb. Children in

need of BLLs received testing on site. Healthy snacks and a lead poisoning prevention educational program are provided with LPP funds. MVCAA also participates with LPPP in providing children's artwork for Lead Poisoning Prevention Week displays.

- Utica College - Hosts presentations for Psychology/Child Life, Early Intervention and Play Therapy students. This provides an opportunity to educate students in lead poisoning prevention and the effects and treatment of lead poisoning.
- RLRC – Provides ongoing support to LPPP staff. Consults with LPPP staff upon request. Reviews a monthly report regarding all children with BLLs $\geq$ 20 ug/dL. Provides guidance to LPPP staff and children's HCPs. Conducts Grand Rounds at St. Elizabeth Hospital annually.
- Utica Community Food Bank – Provides window space for lead poisoning prevention displays year round.
- Kids Oneida - Hosts sessions in which LPPP staff provide lead poisoning prevention information and program details to staff and parents.
- Resource for Independent Living – Hosts sessions in which LPPP staff provide lead poisoning prevention information and program details to staff, local organizations and the general public.
- Jervis Library – Provides a display case 1-2 months per year. Products found to have lead content, lead poisoning prevention information, information related to the importance of BLL testing, and agency contact information is displayed.
- Utica Library - Provides a display case 1-2 months per year. Products found to have lead content, lead poisoning prevention information, information related to the importance of BLL testing, and agency contact information is displayed.
- Oneida County WIC – Provides wall space during Lead Poisoning Prevention Week for displays of children's artwork, lead poisoning prevention information, information related to the importance of BLL testing, and agency contact information. Will host a lead poisoning prevention presentation for staff in 2013.
- Oneida County D&T Clinic - Provides wall space during Lead Poisoning Prevention Week for displays of children's artwork, lead poisoning prevention information, information related to the importance of BLL testing, and agency contact information. Provides BLL testing for uninsured/underinsured individuals and for individuals that do not have a medical provider. Provides BLL testing at annual MVCAA Headstart Health Fair.
- Oneida County Commissioner of Social Services – Provides wall space in the DSS waiting room during Lead Poisoning Prevention Week for displays of children's artwork, lead poisoning prevention information, information related to the importance of BLL testing, and agency contact information.
- Industrial Medicine Associates PC – Provides BLL testing for newly arrived refugees.
- Area Food Banks put lead poisoning prevention materials into food boxes. Participating churches/agencies include:
  - Catholic Charities
  - Southgate Ministry
  - Emmaus House
  - Evelyn's House
  - Faith in Christ Fellowship
  - First Assembly of God

- First Presbyterian Church
- Foothills Rural Community Ministry
- For the Good
- City Hope Baptist Fellowship
- Holy Trinity
- Hope House
- Johnson Park Center
- Kids Oneida
- Matthew's Place
- Mid-Utica Preservation Corp.
- Salvation Army (Utica and Rome)
- Sauquoit Valley Friends and Neighbors
- St. Margaret's Grace Church
- St. Patrick's Church
- Thea Bowman House
- West Winfield Federated Church
- Westminster Presbyterian Church

ONEIDA COUNTY DEPARTMENT OF HEALTH – 2012
SLIDING FEE SCALE
BASED ON YEARLY INCOME

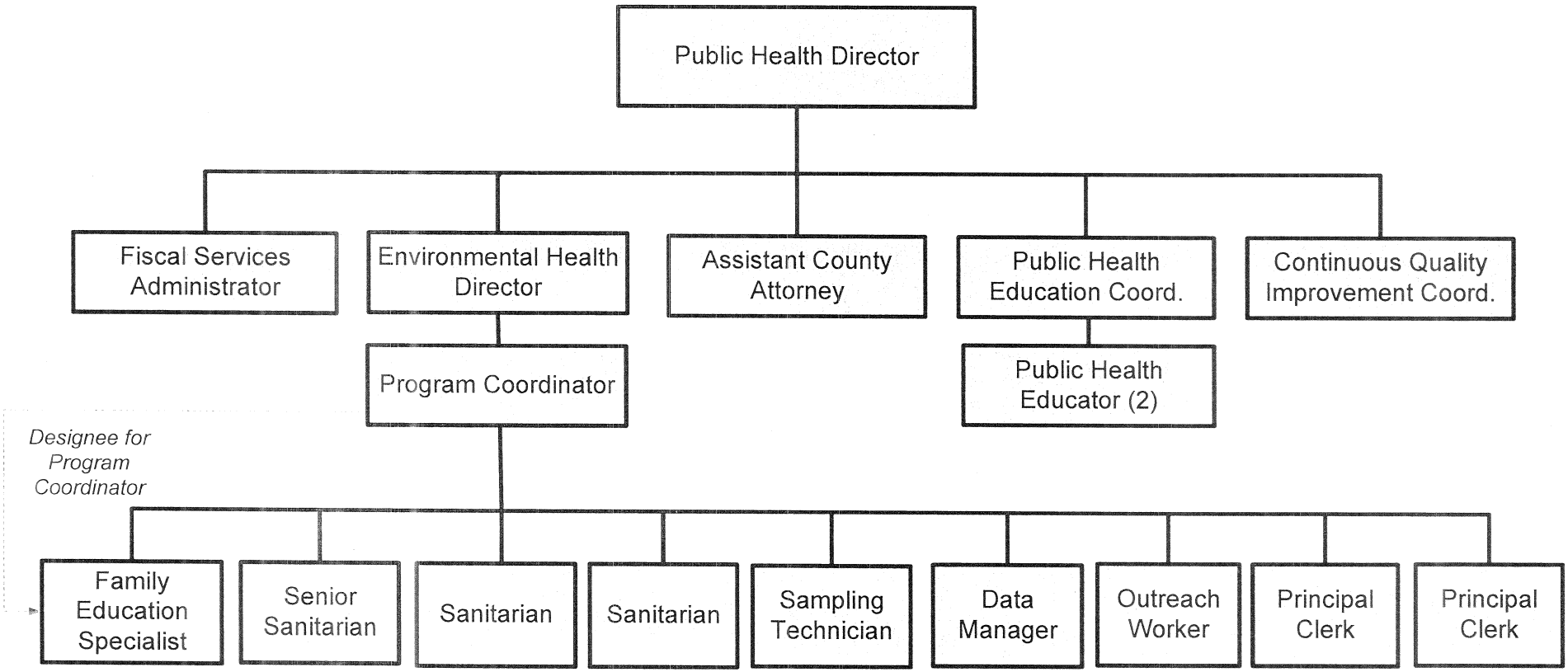
04/30/2012

FAM SIZE	INCOME	Below 100%	100%	200%*	250%	300%	350%
1	Month	930	931	1,862	2,327	2,793	3,258
	Annual	**11,169**	**11,170**	**22,340**	**27,925**	**33,510**	**39,095**
2	Month	1,260	1,261	2,522	3,152	3,783	4,413
	Annual	**15,129**	**15,130**	**30,260**	**37,825**	**45,390**	**52,955**
3	Month	1,590	1,591	3,182	3,977	4,773	5,568
	Annual	**19,089**	**19,090**	**38,180**	**47,725**	**57,270**	**66,815**
4	Month	1,920	1,921	3,842	4,802	5,763	6,723
	Annual	**23,049**	**23,050**	**46,100**	**57,625**	**69,150**	**80,675**
5	Month	2,250	2,251	4,502	5,627	6,753	7,878
	Annual	**27,009**	**27,010**	**54,020**	**67,525**	**81,030**	**94,535**
6	Month	2,580	2,581	5,162	6,452	7,743	9,033
	Annual	**30,969**	**30,970**	**61,940**	**77,425**	**92,910**	**108,395**
7	Month	2,910	2,911	5,822	7,277	8,733	10,188
	Annual	**34,929**	**34,930**	**69,860**	**87,325**	**104,790**	**122,255**
8	Month	3,240	3,241	6,482	8102	9,723	11,343
	Annual	**38,889**	**38,890**	**77,780**	**97,255**	**116,670**	**136,115**

Immunization Administration 1 Vaccine	No Charge	$15.00 $5.00 - VFC	$20.00 $5.00 - VFC	$25.00 $10.00 -VFC	$30.00 $15.00 -VFC	$35.00 $17.85 -VFC
Immunization Administration each additional vaccine	No Charge	$5.00 No Charge VFC	$5.00 $5.00 - VFC	$8.00 $5.00 -VFC	$12.00 $5.00 - VFC	$17.00 $5.00 - VFC
Immunization by intranasal or oral route 1 vaccine	No Charge	$19.00	$19.00	$19.00	$19.00	$19.00
Immunization by intranasal or oral route each additional vaccine	No Charge	$13.00	$13.00	$13.00	$13.00	$13.00

* Adjustments made to calculate "Below or In Excess of 200%"

ONEIDA COUNTY LPPP ORGANIZATIONAL CHART 2012



May 2012

ONEIDA COUNTY HEALTH DEPARTMENT

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

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

PATRICE A. BOGAN, MS, FNP
INTERIM DIRECTOR OF HEALTH

ADMINISTRATION

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

March 27, 2013

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

FN 20 13-135
HEALTH & HUMAN SERVICES
WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive

Date 4/4/13

Dear Mr. Picente:

Attached are three (3) copies of an agreement between Oneida County and the New York State Department of Health.

As you are aware, effective April 1, 2013 and pursuant to amendments made to Section 2557 by Chapter 56 of the Laws of 2012, the New York State Department of Health is authorized to contract with a fiscal agent for the fiscal management and payment of early intervention claims. Commencing on April 1, 2013, the Department and/or its fiscal agent will assume responsibility for fiscal management and payment of early intervention claims, including assisting providers in claims submission and adjudication to third party payers, and managing municipal payments owed to providers for services not reimbursed by third party payers to the extent that the municipality has transmitted sufficient funds to the Department's escrow account being established for this purpose. This agreement has been developed to initiate the transmittal of funds to said escrow account for the payment of Early Intervention services by the New York State Fiscal Agent.

Additionally, the New York State Department of Health has calculated the amount due for the first deposit. It has been determined that the amount of funds for the first deposit should be calculated as one-twelfth (1/12) of the total expenditures approved by the municipality for early intervention services in the most recent year for which complete claiming data are available, less the amount of approved costs by third party payors, including commercial insurance and Medicaid or $70,320.65. Claiming data for calendar year 2010 was used for purposes of this calculation.

We respectfully request attached to be forwarded to the Oneida County Board of Legislators.

Please feel free to contact me should you require further information.

Sincerely,

Patrice A. Bogan

Patrice A. Bogan, MS, FNP
Interim Director of Health

attachments
ry

RECEIVED
APR -4 2013

Oneida County Department: Public Health

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

Oneida County Board of Legislators

NAME AND ADDRESS OF VENDOR: Gary Rinaldi
Bureau of Early Intervention
Room 287 Corning Tower Building
Empire State Plaza
Albany, New York 12237-0660

SUMMARY STATEMENT: Pursuant to amendments made to Section 2557 by Chapter 56 of the Laws of 2012, the New York State Department of Health is authorized to contract with a fiscal agent for the fiscal management and payment of early intervention claims. Commencing on April 1, 2013, the Department and/or its fiscal agent will assume responsibility for fiscal management and payment of early intervention claims, including assisting providers in claims submission and adjudication to third party payers, and managing municipal payments owed to providers for services not reimbursed by third party payers to the extent that the municipality has transmitted sufficient funds to the Department's escrow account being established for this purpose. This agreement has been developed to initiate the transmittal of funds to said escrow account for the payment of Early Intervention services by the New York State Fiscal Agent.

DATES OF OPERATION: April 1, 2013

__X__NEW ____RENEWAL ____AMENDMENT ____APPLICATION

FUNDING SOURCE: N/A

PAST PERFORMANCE: N/A

ONEIDA COUNTY DEPARTMENT STAFF COMMENTS: New York State Department of Health has calculated the amount due for the first deposit. It has been determined that the amount of funds for the first deposit should be calculated as one-twelfth (1/12) of the total expenditures approved by the municipality for early intervention services in the most recent year for which complete claiming data are available, less the amount of approved costs by third party payers, including commercial insurance and Medicaid or $70,320.65. Claiming data for calendar year 2010 was used for purposes of this calculation.

Expense Account: A2970.495115

Escrow Account: TBD

NEW YORK STATE DEPARTMENT OF HEALTH

Early Intervention Program

and

Municipalities in the State of

New York

AGREEMENT

This Agreement sets forth the understanding of the New York State Department of Health (Department) and Oneida County (Municipality), collectively referred to as the "Parties", as it pertains to fiscal management and payment of early intervention claims. Recent amendments to New York State Public Health Law (PHL) § 2550 (2)(b) authorize the Department to enter into agreements with providers which set forth the terms and conditions for participation in the Early Intervention Program. Statutory authority in PHL § 2552(1) allowing municipalities to contract with providers was repealed effective April 1, 2013. In addition, PHL § 2557 authorizes the Department to contract with a fiscal agent with respect to fiscal management and payment of early intervention claims. PHL § 2557 (5)(a) further provides that municipalities shall grant sufficient authority to the fiscal agent to act on their behalf and shall utilize the fiscal agent for payment of early intervention claims, as determined by the Department; and shall provide such information and documentation as required by the Department and necessary for the fiscal agent to carry out its duties. Finally, amendments to PHL § 2559 require that providers of early intervention evaluations and services first seek payment, where applicable, for such evaluations or services from all third party payors, including the medical assistance program, prior to claiming payment from a municipality. Payment of approved costs shall continue to be governed by applicable PHL (including but not limited to those cited herein) and regulations. In accordance with PHL § 2557 (1), the approved costs for an eligible child, as defined in PHL § 2541, who receives an evaluation and early intervention services

pursuant to Article 25, Title II-A of the PHL, continue to be a charge upon the municipality in which the child resides, unless those costs are paid by third party payors.

Pursuant to PHL § 2557 (5), the Department intends to contract with a fiscal agent for fiscal management and payment of early intervention claims. Commencing on April 1, 2013, the Department and/or its fiscal agent will assume responsibility for fiscal management and payment of early intervention claims, including assisting providers in claims submission and adjudication to third party payors, and managing municipal payments owed to providers for services not reimbursed by third party payors to the extent that the municipality has transmitted sufficient funds, in accordance with this Agreement, into the Account to make payment to providers. The Department and Municipality enter into this Agreement to ensure that appropriate funding is deposited by the Municipality in accordance with this Agreement as directed by the Department into an Account that shall be held in the name of the Department and shall be utilized by the Department and/or its fiscal agent for municipal payment of early intervention approved costs as specified in this Agreement.

I. DEFINITIONS

For purposes of this Agreement, the Parties agree to the following interpretations of statutory terms:

a) "Approved costs" shall mean claims for payment for authorized screenings, evaluations, service coordination and early intervention services provided under and in accordance with title II-A of Article 25 of the PHL to a potentially eligible or eligible child, as defined PHL § 2541, with the exception of those costs that are reimbursable by a third party payor, including through a health insurer or health maintenance organization or governmental third party payor such as the Medical Assistance Program.

b) " Municipality" shall mean a 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.

c) "Account," shall mean a non-interest-bearing escrow account designated by the Department for the purposes stated in this Agreement.

II. TERMS AND CONDITIONS

In consideration of the mutual promises contained herein, and other good and valuable consideration, the Department and the Municipality agree to the following terms and conditions:

a) On and after April 1, 2013, the Department agrees to assume responsibility, either directly or through its state fiscal agent, for processing municipal payment of early intervention claims to the extent that the municipality has transmitted sufficient funds, in accordance with this Agreement, into the Account to make municipal payment to providers, and obligate and disburse the funds in the Account in accordance with title II-A of Article 25 of the PHL, in particular, PHL § 2557 and §2559, and in accordance with the terms of this Agreement.

b) The Department shall notify the municipality of the amount of funds the municipality must deposit in the Account that are needed to support payment of provider claims that are received by the Department on and after April 1, 2013 through April 30, 2013. The amount of funds due shall be calculated as one-twelfth of the total expenditures paid by the municipality for approved costs in the most recent year for which complete data is available, less the amount of approved costs paid by third party payors, including commercial insurance and the Medical Assistance Program, unless otherwise agreed to by the Department. By no later than April 15, 2013, the municipality shall deposit in the Account funds in the amount specified in such notice to ensure timely payment to providers.

c) On or about April 15, 2013 and at the end of every two week period thereafter, the Department and/or its fiscal agent shall notify each municipality of the amount due to be deposited into the Account by the municipality which shall be calculated as the total of all provider claim payments made on behalf of such municipality during the prior two week period. The Municipality shall make payment into the Account in the amount set forth in said notice no later than 15 days after receipt of such notice and shall ensure that sufficient funds are in the escrow account to support the upcoming payment to providers for approved costs for that municipality. The Municipality may make payment in an amount greater than the amount due as specified in the notice, and such additional amount paid into the Account shall be credited to the Municipality and applied to future payments due from the Municipality.

d) No part of the Department notice to Municipalities shall include any amount:

(1) for approved costs reimbursable by a third party payor including the Medical Assistance Program to the extent that the information and documentation necessary and sufficient to determine the child's third party payor coverage has, pursuant to PHL § 2543 (3), been collected and pursuant to PHL § 2559, that providers of early intervention evaluations and services must first seek payment from all third party payors including the medical assistance program or other governmental agency payors. This paragraph shall not apply to a submitted claim that has been denied payment by such third party payor after all due diligence has been exercised by provider and fiscal agent to provide and correct complete and accurate information supporting the claim.

(2) Claims submitted to the Municipality for payment prior to April 1, 2013 remain the responsibility of the municipality to make payment to providers and adjudicate

claims with third party payors as follows:

i. For children whose records reside in the KIDS legacy system, providers will use local procedures for submission of these bills for services rendered to municipalities via paper invoices and where in use, secure file transmission. Invoices and files submitted by providers and received by the municipality on or prior to March 31, 2013, will be the responsibility of the municipality for processing and payment.

ii. For children whose records reside in NYEIS, providers will use on-line and 837 file transmission to submit bills for services rendered to municipalities. The municipality shall be responsible for processing and payment of provider bills successfully submitted in NYEIS (i.e., bills pass edit checks and enter the municipal review cue, or are pended due to a violation of a billing rule requiring provider justification) by March 31, 2013.

e) On at least a quarterly basis, the Department shall provide each Municipality an itemized report of all provider claims paid on behalf of the municipality, which may be subject to adjustments and reconciliation based upon actual expenditures from obligations made during that payment period. Where adjustments or reconciliations may be indicated, the requesting party shall provide documentation, as reasonably agreed upon by the parties, supporting any such adjustments and reconciliations. In the event of adjustments to expenditures after the date of payment into the Account, any overpayments will be refunded to the Municipality and additional payment(s) will be made for any underpayments by the Municipality, no later than 30 days after the reconciliation has taken place.

f) The term of this agreement shall begin April 1, 2013 and may be terminated by the

Department upon 60 days advance notice to the Municipality. No modification, amendment, waiver, or release of any provision of this Agreement shall be valid or binding, for any purpose, unless duly executed by both parties.

g) The parties agree to hold all identifiable information obtained, learned or developed under, or in connection with this Agreement confidential in accordance with applicable federal state and local laws, rules and regulations.

h) Nothing contained in this Agreement shall be deemed to abridge or waive any of the rights or obligations of the Municipality or the Department as set forth in title II-A of Article 25 of the PHL.

i) Pursuant to PHL §2557 (5)(a), the Municipality shall provide the Department and/or its fiscal agent with such information or documentation as required by the Department and necessary for the fiscal agent to carry out its duties.

j) The Department and/or its fiscal agent shall provide the Municipality with claims and payment data and reports maintained by the Department and/or its fiscal agent as necessary to support payment of providers by the Municipality as specified in II(b) and (c) of this agreement.

   (1) Pursuant to 10 NYCRR 69-4.26(b), providers shall maintain documentation in their child records to support municipal payment and shall not be required by the municipality or the Department to submit such documentation for routine billing purposes.

   (2) Pursuant to 10 NYCRR 69-4.9(g)(6) , the municipality and the Department may require a provider, upon request, to submit complete financial records and clinical documentation related to the provision of early intervention services as necessary to permit a full fiscal audit by appropriate State and municipal authorities.

Total dollar amount of EI claims for Municipality and State Share in Calendar Year 2010
Claims reimbursed by Medicaid and Private Insurance are not included
Claims for Respite and Transportation are not included
Based on Date the Municipality paid the provider
Data from KIDS and NYEIS

County	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	2010 Total	1/12 Total
Albany	$108,818.37	$110,295.16	$165,808.23	$63,672.30	$183,647.29	$155,566.84	$54,604.50	$299,709.31	$115,658.06	$157,628.78	$137,685.99	$134,585.22	$1,687,680.05	$140,640.00
Allegany	$7,749.34	$6,307.14	$6,655.02	$2,631.89	$9,645.34		$14,216.42	$8,123.42	$2,688.00	$12,303.75	$1,819.04	$6,532.35	$78,671.71	$6,555.98
Broome	$101,878.93	$67,874.47	$77,307.09	$79,991.70	$83,874.23	$72,486.69	$92,469.95	$20,692.42	$112,347.90	$78,580.76	$53,261.96	$25,882.38	$866,648.48	$72,220.71
Cattaraugus	$17,379.68	$36,973.65	$30,914.12	$19,802.67	$31,223.14	$36,158.06	$24,029.63	$33,265.88	$22,212.38	$17,403.21	$22,790.21	$17,792.68	$309,945.31	$25,828.78
Cayuga	$22,633.63	$25,451.75	$23,221.86	$24,469.44	$35,516.60	$30,175.09	$34,000.68	$37,182.85	$7,975.00	$65,969.38	$31,550.13	$31,564.67	$369,711.08	$30,809.26
Chautauqua	$18,873.16	$16,029.74	$24,127.59	$21,070.13	$26,128.04	$24,930.37	$32,593.28	$15,984.78	$43,124.74	$19,965.65	$15,486.30	$25,095.83	$283,409.61	$23,617.47
Chemung	$17,285.41	$10,829.36	$28,552.62	$12,232.60	$28,596.54	$28,256.32	$10,725.51	$26,497.90	$15,602.91	$23,940.73	$9,054.41	$20,342.39	$231,916.70	$19,326.39
Chenango	$1,701.56	$7,532.50	$7,027.08	$13,003.76	$10,137.97	$8,555.07	$12,832.59	$10,254.23	$12,918.50	$8,543.50	$13,212.67	$13,963.00	$119,682.43	$9,973.54
Clinton	$33,722.44	$30,736.66	$36,270.84	$27,839.09	$29,459.66	$29,516.25	$25,161.81	$28,301.84	$28,656.74	$26,789.22	$17,596.34	$17,253.94	$331,304.83	$27,608.74
Columbia	$14,604.78	$2,772.00	$13,217.71	$12,375.14	$17,609.14	$12,765.64	$19,702.14	$15,488.14	$16,355.00	$20,682.06	$15,033.60	$14,811.72	$175,417.07	$14,618.09
Cortland	$14,666.14	$9,771.71	$13,137.06	$12,205.96	$14,559.04	$12,549.53	$14,868.36	$14,565.72	$15,637.52	$13,298.51	$8,174.51	$14,810.75	$158,244.81	$13,187.07
Delaware	$19,269.09	$17,196.40	$14,988.69	$31,320.04	$20,285.40	$16,368.06	$22,442.43	$15,733.29	$13,942.54	$13,828.02	$11,732.53	$21,230.46	$218,336.95	$18,194.75
Dutchess	$342,316.41	$76,423.71	$278,402.61	$287,372.13	$50,588.24	$263,532.40	$380,861.37	$130,943.06	$237,236.76	$303,011.67	$128,724.91	$168,105.19	$2,647,518.46	$220,626.54
Erie	$489,381.52	$185,369.19	$646,906.40	$277,189.54	$517,511.40	$759,151.52	$588,322.48	$392,550.21	$390,225.17	$816,720.08	$281,896.59	$538,442.80	$5,883,666.90	$490,305.58
Essex	$9,964.59	$4,838.46	$4,762.59	$6,532.18	$3,488.60	$3,694.38	$6,163.60	$2,373.98	$4,672.40	$4,553.15	$3,775.36	$4,175.89	$58,995.18	$4,916.27
Franklin	$8,746.40	$5,831.71	$8,259.80	$5,464.32	$5,847.37	$6,057.51	$5,694.85	$5,948.68	$4,641.58	$5,340.83	$5,213.49	$5,198.53	$72,245.07	$6,020.42
Fulton	$3,814.00	$4,794.47	$3,631.96	$6,946.33	$2,366.00	$3,514.93	$3,798.43	$4,478.00	$5,657.00	$5,188.00	$6,295.00	$9,593.50	$60,077.62	$5,006.47
Genesee	$130,780.26	$1,791.83	$46,933.78	$54,128.98	$60,688.27	$48,561.84	$48,781.77	$22,113.98	$53,954.55	$57,111.68	$74,840.76	$47,496.41	$647,184.11	$53,932.01
Greene	$22,303.60	$20,200.80	$19,523.75	$22,477.96	$20,575.04	$22,717.76	$25,198.67	$21,071.82	$22,559.70	$23,344.16	$17,368.45	$17,760.61	$255,102.32	$21,258.53
Hamilton	$0.00	$329.10	$322.75	$1,086.00	$1,200.50	$1,054.00	$945.00	$1,720.00	$1,247.00	$1,171.00			$9,075.35	$756.28
Herkimer	$16,270.75	$6,315.50	$23,708.15	$15,436.61	$10,493.80	$19,106.91	$15,122.76	$27,631.16	$14,997.16	$19,113.61	$12,289.35	$9,997.59	$190,483.35	$15,873.61
Jefferson	$44,473.33	$39,327.42	$37,995.67	$30,949.94	$54,125.35	$37,471.35	$75,534.61	$25,359.18	$40,631.44	$31,573.15	$42,728.85	$68,756.54	$528,926.83	$44,077.24
Lewis	$3,554.43	$9,973.80	$8,141.64	$7,372.07	$9,421.57	$7,500.90	$5,152.08	$7,529.27	$3,699.07	$5,901.91	$4,153.70	$9,620.15	$82,020.59	$6,835.05
Livingston	$19,446.43	$15,599.66	$18,484.95	$20,672.89	$20,618.40	$18,576.41	$23,309.18	$18,484.45	$19,206.59	$21,937.86	$10,338.25	$20,380.98	$227,056.05	$18,921.34
Madison	$20,218.72	$26,376.24	$17,379.73	$23,243.77	$26,668.14	$20,370.04	$27,248.57	$28,060.68	$21,779.11	$23,302.09	$20,298.95	$18,216.49	$273,162.53	$22,763.54
Monroe	$897,268.91	$264,944.56	$496,429.41	$981,457.87	$552,789.76	$609,309.50	$327,832.42	$630,628.16	$678,469.84	$1,012,680.94	$400,527.89	$394,327.20	$7,246,666.46	$603,888.87
Montgomery	$0.00	$10,366.91	$4,776.11	$4,014.18	$3,119.50	$2,810.50	$3,222.50	$3,905.30	$5,170.23	$3,330.50	$5,752.90	$5,740.15	$52,208.78	$4,350.73
Nassau	$3,212,079.65	$1,990,754.76	$3,456,936.67	$2,429,001.11	$2,977,076.69	$2,476,739.77	$2,522,319.50	$3,124,442.37	$2,715,277.99	$1,560,346.23	$3,002,831.61	$2,601,960.98	$32,069,767.33	$2,672,480.61
Niagara	$209,221.08	$18,136.74	$275,612.62	$177,952.08	$129,478.62	$184,069.14	$175,131.52	$218,442.06	$338,424.29	$154,346.08	$165,529.44	$159,838.53	$2,206,182.20	$183,848.52
Oneida	$90,629.61	$56,717.70	$50,912.87	$33,980.80	$103,361.13	$46,012.82	$57,737.07	$132,496.29	$86,667.04	$52,572.45	$79,337.96	$53,422.10	$843,847.84	$70,320.65
Onondaga	$303,801.51	$222,843.99	$310,801.65	$326,609.48	$186,291.03	$205,026.62	$405,328.75	$344,386.39	$145,027.18	$347,509.00	$90,468.92	$332,617.34	$3,220,711.86	$268,392.66
Ontario	$50,290.59	$24,868.17	$31,522.43	$45,922.62	$29,624.78	$34,390.27	$52,888.84	$27,612.37	$37,159.85	$48,741.76	$28,792.46	$28,852.18	$440,666.32	$36,722.19
Orange	$1,246,115.38	$405,035.10	$638,935.09	$588,167.29	$437,999.51	$731,446.12	$858,719.83	$1,025,173.39	$548,193.81	$463,504.26	$485,704.87	$384,887.91	$7,813,882.56	$651,156.88
Orleans	$18,791.08	$4,568.29	$17,036.44	$11,050.28	$15,295.00	$1,956.14	$26,008.30	$4,324.30	$25,806.51	$12,249.92	$11,211.10	$9,736.60	$158,033.96	$13,169.50
Oswego	$3,077.00	$36,558.04	$32,815.67	$32,078.60	$41,860.56	$31,233.89	$27,629.15	$47,041.81	$53,688.04	$18,182.43	$28,350.41	$43,119.85	$395,635.45	$32,969.62
Otsego	$3,835.75	$11,121.04	$5,062.28	$8,793.04	$1,826.49	$4,986.49	$8,232.60	$7,995.30	$10,647.25	$2,569.03	$3,268.78	$9,545.86	$77,883.91	$6,490.33
Putnam	$101,328.00	$65,919.54	$76,501.00	$141,826.97	$106,365.44	$76,874.54	$100,313.30	$93,832.88	$125,854.98	$92,130.25	$41,675.40	$114,973.14	$1,137,595.44	$94,799.62
Rensselaer	$85,103.39	$111,460.57	$98,721.46	$88,087.06		$118,272.14	$89,068.35	$136,063.15	$109,740.40	$84,430.38	$96,633.18	$7,153.80	$1,024,733.88	$85,394.49
Rockland	$946,501.05	$223,541.61	$346,988.55	$494,582.75	$1,012,316.82	$667,265.79	$809,875.42	$686,659.60	$972,280.94	$843,026.71	$534,049.40	$804,842.26	$8,341,930.90	$695,160.91
St. Lawrence	$22,883.96	$18,872.12	$36,834.28	$7,347.32	$22,599.16	$16,225.20	$17,984.72	$13,451.38	$26,494.67	$2,287.35	$18,577.16	$12,114.94	$215,672.26	$17,972.69
Saratoga	$224,493.08	$146,236.48	$140,633.19	$75,546.42	$185,526.06	$116,450.18	$129,104.33	$179,259.85	$123,360.87	$217,580.39	$96,292.19	$129,858.30	$1,764,341.34	$147,028.45
Schenectady	$45,772.96	$33,738.36	$53,510.35	$97,569.13	$25,948.00	$54,986.76	$55,132.59	$70,050.19	$59,361.49	$69,563.93	$32,581.16	$53,808.27	$652,023.19	$54,335.27
Schoharie	$13,187.80	$7,757.41	$12,225.37	$19,923.30	$6,600.00	$16,621.48	$5,665.40	$10,667.60	$23,972.10	$5,735.10	$9,839.90	$13,493.20	$145,688.66	$12,140.72
Schuyler	$842.00	$2,118.25	$402.75	$1,868.75	$794.25	$340.85	$1,677.50	$1,764.00	$1,822.80	$419.00	$1,105.60	$5,756.40	$18,912.15	$1,576.01
Seneca	$8,805.38	$5,963.74	$11,998.62	$10,171.30	$11,332.71	$6,514.02	$14,626.65	$12,039.28	$11,094.37	$14,386.36	$10,745.69	$20,134.60	$137,812.72	$11,484.39
Steuben	$33,257.51	$31,149.22	$33,501.96	$38,753.45	$37,379.83	$36,997.48	$35,568.20	$37,119.03	$35,957.04	$23,457.79	$29,486.19	$35,892.31	$408,520.01	$34,043.33
Suffolk	$2,214,708.27	$796,495.64	$2,277,893.29	$2,058,057.54	$1,850,640.95	$1,143,397.80	$2,276,216.77	$1,560,212.20	$1,837,919.81	$2,651,056.31	$1,570,091.24	$1,904,444.27	$22,141,134.09	$1,845,094.51
Sullivan	$65,226.22	$5,249.75	$34,382.94	$17,212.25	$32,146.50	$14,072.00	$33,099.50	$20,191.00	$18,211.30	$15,337.30	$18,044.50	$41,637.00	$314,810.26	$26,234.19
Tioga	$21,183.13	$27,467.47	$24,062.48	$24,315.55	$18,489.85	$16,286.94	$30,387.47	$13,513.12	$20,692.91	$18,105.12	$12,273.73	$17,580.55	$244,358.32	$20,363.19
Tompkins	$31,777.80	$60,941.79	$62,207.27	$49,625.70	$61,687.62	$58,529.77	$70,375.18	$70,852.45	$47,729.13	$59,192.91	$52,495.13	$47,919.95	$673,334.70	$56,111.23
Ulster	$102,621.67	$218,331.29	$160,883.61	$85,413.74	$156,303.80	$133,148.66	$226,116.10	$102,915.12	$118,489.66	$118,422.74	$106,801.25	$99,728.59	$1,629,176.23	$135,764.69
Warren	$48,014.02	$51,729.20	$49,643.66	$49,364.32	$55,850.99	$43,947.45	$44,407.76	$42,760.63	$31,490.11	$37,606.35	$29,201.95	$30,262.40	$514,278.84	$42,856.57
Washington	$20,973.45	$24,803.50	$22,139.50	$20,427.25	$25,453.50	$21,070.95	$19,590.80	$22,094.10	$20,582.80	$21,858.65	$16,957.35	$20,327.95	$256,279.80	$21,356.65
Wayne	$51,807.44	$47,362.65	$47,018.30	$55,738.19	$48,956.06	$53,058.24	$56,642.40	$50,420.28	$53,279.57	$37,598.05	$44,429.51	$39,476.92	$585,787.61	$48,815.63
Westchester	$2,304,829.78	$1,870,802.29	$2,795,269.69	$2,826,625.55	$2,075,748.21	$2,407,830.28	$2,338,412.64	$2,251,908.54	$2,415,492.86	$3,811,676.28	$2,685,151.95	$2,366,254.93	$30,150,003.00	$2,512,500.25
Wyoming	$17,902.57	$13,161.78	$14,720.40	$15,452.73	$18,276.51	$13,314.25	$15,010.94	$7,830.83	$19,013.36	$16,957.83	$16,131.61	$26,617.89	$194,390.70	$16,199.23
Yates	$4,569.28	$3,388.19	$5,522.53	$7,293.20	$7,251.94	$6,467.50	$7,560.54	$8,429.48	$8,859.52	$7,165.46	$5,551.35	$8,141.46	$80,200.45	$6,683.37
New York City	$18,534,318.33	$16,264,476.76	$22,438,238.24	$16,964,354.17	$17,058,744.41	$21,942,858.19	$17,117,733.92	$18,286,625.09	$20,320,722.75	$15,316,690.54	$15,045,145.13	$16,760,920.72	$216,050,828.25	$18,004,235.69
Rest of State	$13,890,752.29	$7,551,348.58	$13,181,584.13	$11,903,717.26	$11,512,666.34	$10,988,291.41	$12,405,667.71	$12,172,546.70	$11,953,859.54	$13,601,229.62	$10,675,213.13	$11,086,077.90	$140,922,954.61	$11,743,579.55
New York State	$32,425,070.62	$23,815,825.34	$35,619,822.37	$28,868,071.43	$28,571,410.75	$32,931,149.60	$29,523,401.63	$30,459,171.79	$32,274,582.29	$28,917,920.16	$25,720,358.26	$27,846,998.62	$356,973,782.86	$29,747,815.24

FS data as of February 21, 2013
NYEIS data as of March 8, 2013

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

Linda M. Nelson, *Commissioner*

Oneida County
Department of Mental Health
120 Airline Street, Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
E-mail: mentalhealth@ocgov.net
Web site: www.ocgov.net

FN 20 13-131

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HEALTH & HUMAN SERVICES

WAYS & MEANS

March 18, 2013

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

Dear Mr. Picente:

I am forwarding seven (7) copies of an Amendment to the Purchase of Services Agreement between the Oneida County Department of Mental Health and Upstate Cerebral Palsy, for your review and signature.

The gross amount of the Amended 2013 Agreement is **$765,891.00. No Oneida County Tax dollars are associated with this Agreement.**

Please note that this amendment is coming to you now due to the late notification to us regarding the state aid amounts.

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

Respectfully,

Linda M. Nelson
Commissioner

LMN/mb
Encs.

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

Anthony J. Picente, Jr.
County Executive

Date 3/28/13

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Upstate Cerebral Palsy, Inc.

Title of Proposed Service/Program:

Psychosocial Clubhouse
Supported Housing
Supported Housing Case Management
MICA/Dual Recovery Network
Assisted Competitive Employment
Ongoing Integrated Supported Employment
Advocacy

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

Client Population/Number to be Served: Individuals with disabilities and special needs. These include persons with mental illness, developmental disabilities, and those individuals and families demonstrating "at risk" characteristics.

Summary Statements:

I. Narrative Description of Service/Program:

A. PSYCHOSOCIAL CLUBHOUSE(OMH) **(0770) ($524)**

The Psychosocial Club works with individuals diagnosed with a major mental illness and functional deficits in the general life areas of socializing, employment and/or education and living environments.

B.SUPPORTED HOUSING/SUPPORTED HOUSING CASE MANAGEMENT (OMH) (6050) ($215, 423); (6060) ($109,856)

Supported Housing services assist consumers in locating and securing mainstream (generic) housing of their choice and accessing the supports necessary to live successfully in the community.

- (6050)Financial assistance for security deposits, and purchasing furniture.
- (6060)Assistance in choosing housing, negotiating leases; resolving issues between the landlord and the recipient, and assistance in daily living skill development and linkage with a comprehensive community support system of case management, mental health, rehabilitation, respite, social, employment and health supports.

C. MICA/DUAL RECOVERY NETWORK (OMH) (5990) ($197,793)

Assists the homeless, severely and persistently mentally ill, with a co-diagnosis of substance abuse, to live successfully in the community.

D. ASSISTED COMPETITIVE EMPLOYMENT (ACE) (OMH) (1380) ($15,032)

Temporary, short-term supports to individuals interested in returning to the workforce. The program assists recipients in finding satisfying work in the competitive job market. Job placement is considered successful after an individual is in the job for a period of 90-days.

E.ONGOING INTERGRATED SUPPORTED EMPLOYMENT (OISE) (OMH) (4340) ($21,380)

OISE supports individuals by providing competitive employment in integrated community settings. Supports include on-site coaching, employer consultation, intervention and any other relevant supports needed to assist an individual in maintaining his/her job placement. This service is continued for as long as the individual is employed.

F.ADVOCACY (OMH) (1760) ($205,884)

Advocacy services are individualized and available 24 hours a day, 7 days a week. Advocacy includes linkage to mental health legal services or access to peer services. Advocacy may also promote the purchase of services and household items, including furniture.

II. Service/Program Objectives and Outcomes:

Areas of performance measurement will include:

- Timely services.
- Symptom reduction/improved clinical functioning
- Engagement, i.e. ↓ No Show rate

III. Service/Program Design and Staffing:

The NYS Office of Mental Health (OMH), in conjunction with the NYS Department of Education through its Bureau of Vocational and Educational Services to Individuals with Disabilities (ACCES-VR), certify all programs, as applicable.

Total Funding Requested: **Account #:** A4310.49517

Gross Budget		$765,892.00
Revenues (All Sources)		0
Net Amount		$765,892.00
Federal Funds		0
State Funds	OMH	$765,892.00
	OPWDD	0
	OASAS	0
County Funds		0
Other		0

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of $765,892.00 be approved for 2013.

Service Units N/A

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

State Aid only $765,892.00

AMENDMENT

THIS IS AN AMENDMENT to the years 2011-2013 Contract Agreement # 011795 by and between the Oneida County Department of Mental Health located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and Upstate Cerebral Palsy, having its principal office located at 1020 Mary Street, Utica, NY 13501.

THE PURPOSE of this Amendment is to decrease funding for OMH Service Programs in the amount of sixty-seven thousand seven hundred thirty-seven dollars ($67,737.00) over the current contract. The changes in OMH funding for this contract is covered by 100 % OMH State Aid.

The name of the party of the first part shall be changed from "Oneida County Department of Mental Health located at 120 Airline Street, Suite 200, Oriskany New York 13424" to "Oneida County, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424".

The name of the party of the second part shall be changed from "United Cerebral Palsy having its principal office located at 1020 Mary Street, Utica, NY 13501" to "Upstate Cerebral Palsy having its principal office located at 1020 Mary Street, Utica, NY 13501".

All other terms of the original contract shall remain in effect and unchanged.

Updated 01/01/2013

APPENDIX A
CONTRACT BUDGET 2013
UPSTATE CEREBRAL PALSY

	2011	2013	**Difference**
OMH	$833,628.00	$765,891.00	**-$67,737.00**
OPWDD			**$0.00**
OASAS			**$0.00**
Total State Aid	$833,628.00	$765,891.00	**-$67,737.00**
County Funds			**$0.00**
Voluntary Contribution (M	$0.00	$0.00	**$0.00**
Unmatched Contribution	$0.00	$0.00	**$0.00**
(non-funded amt)			**$0.00**
TOTAL FUNDING	**$833,628.00**	**$765,891.00**	**-$67,737.00**

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

Linda M. Nelson, *Commissioner*

Oneida County
Department of Mental Health
120 Airline Street, Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
E-mail: mentalhealth@ocgov.net
Web site: www.ocgov.net

FN 20 13 - 137

RECEIVED
MAR 25 2013

HEALTH & HUMAN SERVICES

WAYS & MEANS

March 18, 2013

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

Dear Mr. Picente:

I am forwarding seven (7) copies of an Amendment to the Purchase of Services Agreement between the Oneida County Department of Mental Health and Insight House Chemical Dependency Services, Inc., for your review and signature.

The gross amount of this Agreement is **$1,512,612.00. $36,000.00 Oneida County Tax dollars are associated with this Agreement.**

Please note that this amendment is coming to you now due to the late notification to us regarding the state aid amounts.

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

Respectfully,

Linda M. Nelson
Commissioner

LMN/mb
Encs.

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

Anthony J. Picente, Jr.
County Executive

Date 3/25/13

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Insight House Chemical Dependency Services, Inc.

Title of Proposed Service/Program: OP Chemical Dependence Clinic Treatment
Intensive Residential Treatment
Substance Abuse School-Based Prevention

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

Client Population/Number to be Served: Individuals with an alcohol and/or substance abuse or dependency problem, and their families

Summary Statements:

I. Narrative Description of Service/Program:

Under the terms and conditions of this Agreement, Insight House agrees to provide the following services and related programs:

(A) MEDICALLY SUPERVISED OUTPATIENT CHEMICAL DEPENDENCE TREATMENT CLINIC (OASAS) (3520) ($454,423)

The intended purpose of this program is to provide professional, confidential chemical dependency treatment to individuals striving to achieve and maintain a sober lifestyle, and their family members. Individualized, evidenced-based services are provided in a clinic-like setting and address a cohort ranging from adolescents to seniors.

The clinic offers evaluation/assessment services; referral; individual, family and group counseling; and discharge aftercare planning. Treatment modalities are tailored to meet the needs of those in the early stage of abuse or dependency, or as a step-down from a higher level of care. Recovery options are offered for unique populations, including women and persons with criminal justice issues, with particular attention being paid to the integration of care for individuals diagnosed with a co-occurring disorder that includes both substance abuse and mental illness,

(B) CHEMICAL DEPENDENCE INTENSIVE RESIDENTIAL SERVICES (OASAS) (3560) ($904,025)

The Residential Program is a certified 44-bed service that provides a voluntary, drug-free setting, which supports and reinforces abstinence from alcohol and/or other drugs. This program component involves a highly-intensive level of care suitable for men and women who are experiencing dysfunction in multiple life areas and who require a structured living arrangement

during treatment. Individuals can be admitted to this program with a primary alcohol or drug diagnosis. The average length of stay is six months and may vary dependent upon the treatment needs of the resident. A minimum of 40 hours per week of clinical services is provided within this controlled therapeutic environment to help meet the individual needs of those in the more advanced stages of abuse or dependency. Additional skill training is provided in the following areas: vocational and educational, life, parenting, community living, personal hygiene/care, and socialization and leisure activities.

(D) SUBSTANCE ABUSE SCHOOL-BASED PREVENTION SERVICES (OASAS) (5520) ($12,757); (5550) ($105,407)

Insight House offers Chemical Dependency Prevention Services and utilizes a school base format to employ model, non-model and Evidence Based programs on three levels universal, selected, and indicated. Each subgroup will have specific issues addressed based on need. The needs can be identified through family, school personnel, or self-referrals. Insight House is currently in 9 Districts for 2012-2013 schools with the availability of an on-site resource designated to specifically address student's individual needs for addiction prevention issues.

The Prevention Outreach Team meets weekly not only to discuss current prevention and school-wide issues with individual students, but also to plan and monitor community prevention education. Case review focuses on the different students referred to and receiving services through the prevention department. During this time, different prevention and intervention strategies are discussed in the effort to render the most appropriate level of services to be provided to our students. Community and environmental strategies are focused on changing the culture in our community through public service announcements and a monthly newsletter.

Prevention counselors are trained to provide the entire faculty with annual or semi-annual updates as to the current trends and signs/symptoms of local drug/alcohol use/abuse. On the same token, Insight House provides free parent forums, which focus on different topics that increase awareness in the home. Prevention counselors are also available to provide student assembly or classroom presentations on different topics.

II. Service/Program Objectives and Outcomes:

All services and programs offered by Insight House are designed to provide education and treatment of problems related to chemical abuse and dependency.

Performance indicators measured through the OASAS Integrated Program Monitoring & Evaluation System (IPMES) include:

- Targeted Units of Service Delivered
- Units of Service per FTE Direct care Staff
- Discontinued Use of Substance
- Maintained FT or Improved Employment-Related Status
- 1, 3 & 6-Month Retention Rates
- Individuals Completing Program Referred
- % Reduction in 6-Month Arrests
- Counseling Sessions per FTE Counselor per Week
- Group to Individual Counseling Ratio
- Patient to Primary Counselor Ratio

III. Service/Program Design and Staffing:

All services and programs are certified by the NYS Office of Alcoholism and Substance Abuse Services (OASAS) and thus are directed to meet minimum staffing requirements.

Total Funding Requested: **Account #:** A4310.49515

Gross Budget	$1,512,612.00
Net Amount	$1,512,612.00
OASAS State Funds	$1,476,612.00
County Funds	$ 36,000.00

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of $1,512,612.00 be approved for 2013.

Service Units: (N/A)

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

OASAS State	$1,476,612.00
County	$ 36,000.00

AMENDMENT

THIS IS AN AMENDMENT to the years 2011-2013 Contract Agreement # 011815 by and between the Oneida County Department of Mental Health located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and Insight House, having its principal office located at 500 Whitesboro Street, Utica, NY 13202.

THE PURPOSE of this Amendment is to decrease funding for OASAS Service Programs in the amount of one hundred sixty eight thousand seven hundred forty-six dollars ($168,746.00) over the current contract, and to decrease the county funding in the amount of thirty-five thousand one hundred seventy-six dollars ($35,176.00). The changes in OASAS funding for this contract is covered by 100 % OMH State Aid.

The name of the party of the first part shall be changed from "Oneida County Department of Mental Health located at 120 Airline Street, Suite 200, Oriskany New York 13424" to "Oneida County, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424".

The name of the party of the second part shall be changed from "Insight House, Inc. having its principal office located at 500 Whitesboro Street, Utica, NY 13502" to "Insight House Chemical Dependency Services, Inc. having its principal office located at 500 Whitesboro Street, Utica, New York 13502".

All other terms of the original contract shall remain in effect and unchanged.

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

COUNTY OF ONEIDA

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

By: Linda M. Nelson 3-7-13
Linda M. Nelson Date
Commissioner of Mental Health

CONTRACTOR

By: Carl DelBuono 3/4/13
Carl DelBuono, ~~President~~ Chairman Date
Board of Directors
Insight House Chemical Dependency Services Inc.

By: Donna Vitagliano 3/4/13
Donna Vitagliano, President & CEO Date
Insight House Chemical Dependency Services, Inc.

Approved as to Form ONLY:
ONEIDA COUNTY ATTORNEY

By: _____

Date: _____

Updated 01/21/2013

APPENDIX A
CONTRACT BUDGET 2013
INSIGHT HOUSE CHEMICAL DEPENDENCY SERVICES, INC.

	2011	2013	**Difference**
OMH			**$0.00**
OPWDD			**$0.00**
OASAS	$1,645,358.00	$1,476,612.00	**-$168,746.00**
Total State Aid	$1,645,358.00	$1,476,612.00	**-$168,746.00**
County Funds	$71,176.00	$36,000.00	**-$35,176.00**
Voluntary Contribution (M	$0.00	$0.00	**$0.00**
Unmatched Contribution (non-funded amt)	$0.00	$0.00	**$0.00**
TOTAL FUNDING	**$1,716,534.00**	**$1,512,612.00**	**-$203,922.00**

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

Linda M. Nelson, *Commissioner*

Oneida County
Department of Mental Health
120 Airline Street, Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
E-mail: mentalhealth@ocgov.net
Web site: www.ocgov.net

FN 20 13 - 138

March 18, 2013

HEALTH & HUMAN SERVICES

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

Anthony J. Picente, Jr.
County Executive

Date 3/25/13

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

WAYS & MEANS

Dear Mr. Picente:

I am forwarding seven (7) copies of an Amendment to the Purchase of Services Agreement between the Oneida County Department of Mental Health and The Rescue Mission of Utica, New York, for your review and signature.

The gross amount of the Amended 2012 Agreement is **$1,122,809.00. No Oneida County Tax dollars are associated with this Agreement.**

Please note that this amendment is coming to you now due to the late notification to us regarding the state aid amounts.

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

Respectfully,

Linda M. Nelson
Commissioner

LMN/mb
Encs.

RECEIVED
MAR 25 2013

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

CONTRACT SUMMARY

Name of Proposing Individual/Organization: The Rescue Mission of Utica, New York

Title of Proposed Service/Program: Enriched Single Room Occupancy
Addictions Crisis Center

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

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

Summary Statements:

I. Narrative Description of Service/Program:

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

(A) Enriched Single Room Occupancy (ESRO) Program (OMH) ($334,870)

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

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

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

(B) Addictions Crisis Center (ACC) (OASAS) ($787,939)

The Addiction Crisis center provides screening, assessment, treatment and linking services in a structured, supervised setting at its for persons with a dual diagnosis of mental illness and substance abuse. Staff are available on site 24 hours per day, 7 days per week. The program utilizes a "medical model" of recovery, which incorporates a bio-psycho-social-spiritual methodology. Motivational interviewing and counseling are at the foundation of any services offered. ACC is an entry point to change and employs every means available to motivate the individual towards independence.

II. Service/Program Objectives and Outcomes:

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

Performance outcome measures will include:

ESRO

Medication – Effectiveness & Safety

- Successful completion of self-medication program within 12 months

Documentation – Continuity & Competence

- Discharge goals reflected on all Service Plans

ACC

Utilization Rate

Linking to services

III. Service/Program Design and Staffing:

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

Total Funding Requested: **Account #:** A4310.49522

Gross Budget		$1,122,809.00
Net Amount		$1,122,809.00
State Funds	OMH	$ 334,870.00
	OASAS	$ 787,939.00
County Funds		0

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of $1,122,809.00 be approved for 2013.

Cost Per Person Served: (N/A)

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

State Aid only	$1,122,809.00

AMENDMENT

THIS IS AN AMENDMENT to the years 2011-2013 Contract Agreement # 011828 by and between the Oneida County Department of Mental Health located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and the Rescue Mission of Utica, having its principal office located at 212 Rutger Street, Utica, NY 13501.

THE PURPOSE of this Amendment is to decrease funding for OMH Service Programs in the amount of three thousand seven hundred twenty-two dollars ($3,722.00) over the current contract. The changes in OMH funding for this contract is covered by 100 % OMH State Aid.

The name of the party of the first part shall be changed from "Oneida County Department of Mental Health located at 120 Airline Street, Suite 200, Oriskany New York 13424" to "Oneida County, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424".

The name of the party of the second part shall be changed from "Rescue Mission of Utica having its principal office located at 212 Rutger Street, Utica, NY 13501" to "The Rescue Mission of Utica, New York having its principal office located at 212 Rutger Street, Utica, New York 13501".

All other terms of the original contract shall remain in effect and unchanged.

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

COUNTY OF ONEIDA

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

By: Linda M. Nelson March 19, 2013
Linda M. Nelson Date
Commissioner of Mental Health

CONTRACTOR

By: Thomas Wattles 3-12-13
Thomas Wattles, President Date
Board of Directors
The Rescue Mission of Utica, New York

By: W.E. Dodge 3-12-13
Rev. William E. Dodge, Executive Director Date
The Rescue Mission of Utica, New York

Approved as to Form ONLY:
ONEIDA COUNTY ATTORNEY

By: _____

Date: _____

Updated 01/01/2013

APPENDIX A
CONTRACT BUDGET 2013
THE RESCUE MISSION OF UTICA, NEW YORK

	2011	2013	**Difference**
OMH	$338,592.00	$334,870.00	**-$3,722.00**
OPWDD			**$0.00**
OASAS	$787,939.00	$787,939.00	**$0.00**
Total State Aid	$1,126,531.00	$1,122,809.00	**-$3,722.00**
County Funds			**$0.00**
Voluntary Contribution (M	$0.00	$0.00	**$0.00**
Unmatched Contribution	$0.00	$0.00	**$0.00**
(non-funded amt)			**$0.00**
TOTAL FUNDING	**$1,126,531.00**	**$1,122,809.00**	**-$3,722.00**

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

Linda M. Nelson, *Commissioner*

Oneida County
Department of Mental Health
120 Airline Street, Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
E-mail: mentalhealth@ocgov.net
Web site: www.ocgov.net

FN 2013 - 139

HEALTH & HUMAN SERVICES

WAYS & MEANS

March 18, 2013

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

Anthony J. Picente, Jr.
County Executive

Date 3/25/13

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

Dear Mr. Picente:

I am forwarding seven (7) copies of an Amendment to the Purchase of Services Agreement between the Oneida County Department of Mental Health and Resource Center for Independent Living for your review and signature.

The gross amount of this Agreement is **$320,837.00. No Oneida County Tax dollars are associated with this Agreement.**

Please note that this amendment is coming to you now due to the late notification to us regarding the state aid amounts.

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

Respectfully,

Linda M. Nelson
Commissioner

RECEIVED
MAR 25 2013

LMN/mb
Encs.

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Resource Center for Independent Living, Inc.

Title of Proposed Service/Program: Service Dollars ICM Management Services
C&Y Intensive Case Management
Case Management Emergency & Non-Emergency Services
Ongoing Integrated Supported Employment (OISE)
Assisted Competitive Employment (ACE)

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

Client Population/Number to be Served: Adults with a serious and persistent mental illness and children with a serious emotional disturbance or severe behavioral disorder. The work programs are directed toward individuals with barriers to employment, including mental health and other disabilities.

Summary Statements:

I. Narrative Description of Service/Program:

Under the terms and conditions of this Agreement, the Resource Center for Independent Living (RCIL) will provide the following services and related programs:

A. ICM Management Services (OMH) (2810) ($31,970)

The main goal of the service is to provide fiscal management to the entire Oneida County Intensive Case Management (ICM) Program. Services include fiscal record-keeping, bookkeeping, check processing, audit and evaluation. RCIL guarantees a one-week turnaround for all bills and can handle emergency expenses on the spot. RCIL provides quarterly reports, CFR, staff evaluation and an outside fiscal audit performed by Certified Public Accountants. RCIL continues to demonstrate a quality administrative capacity and a high level of reliability in performing these services.

B. Intensive Case Management Children and Youth Services (OMH) (1810) ($17,856)

Intensive Case Management (ICM) services operate under a fidelity structure defined in 18 NYCRR, Section 505, and a memorandum of understanding between OMH and the NYS Department of Health. Consumer activities are aimed at linking the Consumer to service systems and coordinating various services to achieve successful outcomes. The objective of case management in a mental health system is to offer continuity of care and support. Services may include linking, monitoring, and case-specific advocacy.

The main goal of Intensive Case Management is to decrease admission to mental health institutions through the individual development of independent living skills and improvement in coping abilities. These skills are critical to achieve and maintain employment. Consumers and their families are the focal point of the treatment team. Services are delivered from an independent living perspective, are consumer driven, community based, and rely on natural supports and generic services as much as possible. Nearly all services take place in the community. It is the exception rather than the rule when a consumer has to visit an office.

C. Intensive Case Management/Supportive Case Management/Blended Case Management Emergency & Non-Emergency (OMH) (1910) ($156,582)

Intensive Case Management/Supportive Case Management/Blended Case Management Emergency & Non-Emergency services are consistent with an individual treatment plan, are designed to be flexible, and are responsive to current individual needs. This includes emergency services, both immediate and non-immediate. Emergency dollars are designated to meet immediate basic needs of the consumer, including: transportation, medical/dental care, shelter/respite/hotel, food/meals, clothing, escort, and other. Consumers may also use service dollars to fund household furnishings, utilities, tuition, job-related costs, job coaching, education, vocational services, leisure time services, and others as needed.

D. Ongoing Integrated Supported Employment (OISE) (OMH) (4340) ($59,304)

These funds are intended for ongoing job maintenance services including job coaching, employer consultation and other relevant supports needed to assist an individual in maintaining a job placement. These services are intended to complement VESID time-limited supported employment services.

The program supports consumers to achieve employment by providing vocational service coordination to individuals with a primary diagnosis of mental illness who are seeking employment.

Services are designed to identify problems before they become a crisis, which often results in termination of employment. By using an individual, holistic approach to services, persons will have access to assistance in the following areas:

- Staff works closely with the individual, mental health service providers, and other community service providers to develop comprehensive approach to support each individual. Issues such as independent living, housing, benefit advisement, and securing transportation and child care are addressed through this program.
- Recognizing the need to support each individual, RCIL will provide support and work with individuals and mental health professionals to identify non-traditional supports available in the community for reducing stress, coping with the challenges of a new job, and balancing family and work.

E. Assisted Competitive Employment (ACE) (OMH) (1380) ($55,125)

Assisted Competitive Employment adopts a vocational service coordination model to ensure a seamless array of services is available to program participants. This model will ensure consumers have the supports they need in all areas of their life to be successful in employment. The objective of this program is to assist individuals in choosing, finding and maintaining satisfying jobs in the competitive employment market at minimum wage or higher. Assisted Competitive Employment provides consumers with job-specific skills training, as well as long-term supervision and support services, both at the work site and off-site as needed.

Assisted Competitive Employment supports consumers to achieve and maintain employment by providing supportive employment services in a vocational case management model to persons with a primary diagnosis of mental illness.

Consumers of Assisted Competitive Employment receive personalized, follow-along support services critical to meeting their needs. Ongoing support services are designed to identify problems before they become a crisis, which often results in termination of employment. By using a person-centered, holistic approach, individuals will receive assistance in the following areas:

- Each participant will receive a minimum of two contacts per month by employment staff. Contacts will be used to identify and address and redress all employer and/or employee concerns, monitor progress in relation to meeting job requirements, determine the impact of work environment, and monitor integration into work culture.
- Recognizing the need to support each individual holistically, RCIL coordinates benefits counseling, advocacy, assistance with housing, and the activities of daily living. This ensures a full spectrum of supports is realized in order to ensure successful attainment of vocational goals.

II. Service/Program Objectives and Outcomes:

The primary objective of all ICM services and programs is to enable those individuals served to meet their basic needs, learn community skills and achieve their highest level of independent functioning. As work is an integral part of recovery, the agency's employment programs afford persons with a serious mental disorder the opportunity to enter or re-enter the competitive job market. A comprehensive approach to employment planning and service delivery is utilized. Services include on and off-the-job training, independent living skills training and job retention support.

Proposed performance measurements for 2011 include:

OISE – Employment is maintained as a result of receiving support services.
ACE – Program staff work with participants to find viable job leads to pursue.
ICM – Clients maintain personal stability.
– Emergency/Urgent & Routine requests for service $ are processed within established timeframes.

III. Service/Program Design and Staffing:

The NYS Office of Mental Health (OMH) regulates and certifies all services and related programs in conjunction with the NYS Education Department Bureau of Vocational & Educational Services for Individuals with Disabilities (VESID).

Total Funding Requested: **Account #:** A4310.49525

Gross Budget		$320,837.00
Revenues (All Sources)		0
Net Amount		$320,837.00
Federal Funds		0
State Funds	OMH	$320,837.00
	OPWDD	0
	OASAS	0
County Funds		0

Oneida County Department Funding Recommendation(s):
It is recommended that the full amount of $320,837.00 be approved for 2013.

Service Units: (*Proposed for 2011*)

Service/Program	Service/ Program Code	Persons Served (Unduplicated)	Units of Service	Unit of Service Definition	Cost Per Client
Case Management Emergency & Non-Emergency Services	2830	350	1,250	Service $ Request	N/A

Proposed Funding Sources (Federal $/State $/County $):
State Aid only $320,837.00

Cost Per Client Served: See above.

AMENDMENT

THIS IS AN AMENDMENT to the years 2011-2013 Contract Agreement # 011760 by and between the Oneida County Department of Mental Health located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and Resource Center for Independent Living, Inc., having its principal office located at 409 Columbia Street, Utica, NY 13502.

THE PURPOSE of this Amendment is to increase funding for OMH Service Programs in the amount of two hundred fifty-two dollars ($252.00) over the current contract. The increase in OMH funding for this contract is covered by 100 % OMH State Aid.

The name of the party of the first part shall be changed from "Oneida County Department of Mental Health located at 120 Airline Street, Suite 200, Oriskany New York 13424" to "Oneida County, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424".

All other terms of the original contract shall remain in effect and unchanged.

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

COUNTY OF ONEIDA

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

By: Linda M. Nelson 3-7-13
Linda M. Nelson Date
Commissioner of Mental Health

CONTRACTOR

By: _____ 3-4-13
~~Elizabeth Bowers~~, President, Gary Scalzo Date
Board of Directors
Resource Center for Independent Living, Inc.

By: _____ February 28, 2013
Burt Danovitz, Executive Director Date
Resource Center for Independent Living, Inc.

Approved as to Form ONLY:
ONEIDA COUNTY ATTORNEY

By: _____

Date: _____

Updated 01/01/2013

APPENDIX A
CONTRACT BUDGET 2013
RESOURCE CENTER FOR INDEPENDENT LIVING, INC.

	2011	2013	**Difference**
OMH	$320,585.00	$320,837.00	**$252.00**
OPWDD			**$0.00**
OASAS			**$0.00**
Total State Aid	$320,585.00	$320,837.00	**$252.00**
County Funds			**$0.00**
Voluntary Contribution (M	$0.00	$0.00	**$0.00**
Unmatched Contribution	$0.00	$0.00	**$0.00**
(non-funded amt)			**$0.00**
TOTAL FUNDING	**$320,585.00**	**$320,837.00**	**$252.00**

Anthony J. Picente, Jr., *County Executive* Linda M. Nelson, *Commissioner*

Oneida County
Department of Mental Health
120 Airline Street, Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
E-mail: mentalhealth@ocgov.net
Web site: www.ocgov.net

RECEIVED
MAR 25 2013

IN 20 13 - 140

March 18, 2013

HEALTH & HUMAN SERVICES
WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive

Date 3/25/13

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

Dear Mr. Picente:

I am forwarding seven (7) copies of an Amendment to the Purchase of Services Agreement between the Oneida County Department of Mental Health and Catholic Charities of the Roman Catholic Diocese of Syracuse, NY, for your review and signature.

The gross amount of this Agreement is **$1,395,120.00. No Oneida County Tax dollars are associated with this Agreement.**

Please note that this amendment is coming to you now due to the late notification to us regarding the state aid amounts.

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

Respectfully,

Linda M. Nelson
Commissioner

LMN/mb
Encs.

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Catholic Charities of the Roman Catholic Diocese of Syracuse, NY

Title of Proposed Service/Program: Emergency/Crisis Services
Social Recreation/Psychosocial Club
Transportation
Supported Housing- Rental Stipends
Supported Housing Assistance
Residential Services

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

Client Population/Number to be Served: Adults with a serious and persistent mental illness; and individuals who are alcohol dependent and require a structured living environment

Summary Statements:

I. Narrative Description of Service/Program:

Under the terms and conditions of this Agreement, Catholic Charities will provide the following services and related programs:

A. Service: Emergency/Crisis Services (OMH) (2680) ($174,480)
Program: Mobile Crisis Assessment Team (MCAT)

Catholic Charities provides staffing for the Mobile Crisis Assessment Team (MCAT) which is administered by the Neighborhood Center of Utica NY, Inc. The program is operational 24 hours/day, 7 days/week and provides crisis intervention/diffusion for individuals experiencing emotional or psychiatric crisis in Oneida County. MCAT coordinates services with inpatient and outpatient mental health providers, law enforcement and other community programs. MCAT is a safety net service that allows individuals who are experiencing an exacerbation of their symptoms to contact a professional to provide support and guide them in the appropriate direction.

B. Service: Social Recreation (OMH) (0770) ($87,395)
Program: Psychosocial Club

Social Recreation is provided via a psychosocial club format primarily on evenings and weekends. This program serves all adults meeting OMH criteria for serious and persistent mental illness with the goal of assisting them to develop or re-establish a positive sense of self-esteem, group affiliation and normative community integration. A broad selection of activities and

events is offered, and communicated to clients via a monthly calendar, to help meet their diverse needs, skills and ability levels. Most of these activities are offered in the community to encourage integration.

C. Service/Program: Transportation (OMH) (0670) ($87,515)
The Transportation Program provides curb-to-curb transportation services to individuals meeting OMH criteria for serious and persistent mental illness to attend a variety of local mental health programs. The transportation service is also made available for individuals in the Social Recreation Program.

D1 Service/Program: Residential Services -OMH Supported Housing
(OMH) (6050) ($255,499);(#6060) ($317,154)
OMH Supported Housing includes Regular Supported Housing and Long Stay Supported Housing Supported Housing. The primary goal of the Supported Housing Program is to enhance the quality of life for seriously and persistently mentally ill adults ages 18 and over, who find themselves homeless at risk of becoming homeless or in a substandard housing environment. The target populations include those adults who are high users of emergency departments and/or Medicaid, and the Long Stay Supported Housing Program includes those patients with a history of lengthy inpatient stays at the State Psychiatric Hospitals, the MVPC's Transitional Living Program and/or the MVPC State Operated Community Residence Program. The Supported Housing Program is part of the Continuum of Care in Residential Services. It provides individuals who have been successful in the more structured residential settings the opportunity to maintain their own living arrangement with financial assistance, as needed. Individuals in this program have their own lease with a landlord and are responsible for their own living arrangement, all of which affords them a greater sense of independence and self-sufficiency. Additionally, a time-limited, fully equipped *Transitional Apartment* site is available to individuals who meet program criteria.

OMH Supported Housing Program services include either:

a) One-time financial assistance is provided to eligible individuals to meet costs associated with establishing and maintaining a residence in the community, i.e., security deposits, furnishings and/or any other needs essential to setting up a household, such as utilities, telephone, installation fees, etc.

and/ or

b) On-going rental stipends are provided. The term of a rental stipend is based upon the consumer's acquisition of funding from HUD Section 8 Housing.

D2. Service: Residential Services: a) Rutger Street- (OASAS) (3570) ($244,761)
b) Women's House (OASAS) (3570) ($228,317)
Program: OASAS-Certified Chemical Dependency Community Residence
The Rutger Chemical Dependency Halfway House, located at 1505 Whitesboro Street in Utica, is *for men only*. The Women's Chemical Dependency Halfway House, *for women only,* is located at 1616 Genesee Street, Utica. Both are 16-bed supervised community residences, which operate 24 hours/day, 7 days/week, and 52 weeks/year. The generic program is designed to

assist residents in expanding competencies required for successful independent living and continued recovery. Services provided include: Case Management; Service Plan Development; Training in activities of daily living; Supportive Counseling; Information & Referral to Community Services; Financial Management; Assistance in obtaining permanent housing as a planned discharge; and Instruction, Support and Referral focused upon continued education, training and employment.

II. Service/Program Objectives and Outcomes:

The primary objective of all services is to support individuals to help them achieve and maintain the most independent level of functioning possible in their lives. Performance measures currently in place will be continued for 2013, including:

- Bed utilization/occupancy
- Safety
- Increased enrollment
- Consumer satisfaction

III. Service/Program Design and Staffing:

The Mental Health programs meet the appropriate staffing models developed and monitored by the NYS Office of Mental Health (OMH) in concert with the NYS Division of the Budget (DOB). Additionally, the NYS Office of Alcoholism and Substance Abuse Services (OASAS) certify the Chemical Dependency Community Residence programs.

Total Funding Requested: **Account #:** A4310.49523

Gross Budget		$1,395,121.00
Revenues (All Sources)		0
Net Amount		$1,395,121.00
State Funds	OMH	$ 922,043.00
	OPWDD	0
	OASAS	$ 473,078.00
County Funds		$ 0

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of $1,395,121.00 be approved for 2013.

Service Units: (N/A)

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

State Aid only $1,395,121.00

AMENDMENT

THIS IS AN AMENDMENT to the years 2011-2013 Contract Agreement # 011797 by and between the Oneida County Department of Mental Health located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and Catholic Charities, having its principal office located at 1404 Genesee Street, Utica, NY 13501.

THE PURPOSE of this Amendment is to decrease funding for OMH Service Programs in the amount of thirty-three thousand one hundred eighty-four dollars ($33,184.00) over the current contract. The changes in OMH funding for this contract is covered by 100 % OMH State Aid.

The name of the party of the first part shall be changed from "Oneida County Department of Mental Health located at 120 Airline Street, Suite 200, Oriskany New York 13424" to "Oneida County, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424".

The name of the party of the second part shall be changed from "Catholic Charities having its principal office located at 1404 Genesee Street, Utica, NY 13501" to "Catholic Charities of the Roman Catholic Diocese of Syracuse, NY having its principal office located at 1404 Genesee Street, Utica, NY 13501".

All other terms of the original contract shall remain in effect and unchanged.

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

COUNTY OF ONEIDA

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

By: Linda M. Nelson 3-7-13
Linda M. Nelson Date
Commissioner of Mental Health

CONTRACTOR

By: Karen Ostinett 2/28/13
Karen Ostinett, President Date
Board of Directors
Catholic Charities

By: Denise L Cavanaugh 2/26/13
Denise Cavanaugh, Executive Director Date
Catholic Charities

Approved as to Form ONLY:
ONEIDA COUNTY ATTORNEY

By: _____

Date: _____

Updated 01/01/2013

APPENDIX A
CONTRACT BUDGET 2013
CATHOLIC CHARITIES

	2011	2013	**Difference**
OMH	$955,226.00	$922,042.00	**-$33,184.00**
OPWDD			**$0.00**
OASAS	$473,078.00	$473,078.00	**$0.00**
Total State Aid	$1,428,304.00	$1,395,120.00	**-$33,184.00**
County Funds			**$0.00**
Voluntary Contribution (M	$0.00	$0.00	**$0.00**
Unmatched Contribution	$0.00	$0.00	**$0.00**
(non-funded amt)			**$0.00**
TOTAL FUNDING	**$1,428,304.00**	**$1,395,120.00**	**-$33,184.00**

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

Linda M. Nelson, *Commissioner*

Oneida County
Department of Mental Health
120 Airline Street, Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
E-mail: mentalhealth@ocgov.net
Web site: www.ocgov.net

FN 20 13 . 141

HEALTH & HUMAN SERVICES

WAYS & MEANS

March 18, 2013

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

Anthony J. Picente, Jr.
County Executive

Date 3/25/13

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

Dear Mr. Picente:

I am forwarding seven (7) copies of an Amendment to the Purchase of Services Agreement between the Oneida County Department of Mental Health and The Neighborhood Center, Inc., for your review and signature.

The gross amount of the Amended 2012 Agreement is **$1,598,086.00. No Oneida County Tax dollars are associated with this Agreement.**

Please note that this amendment is coming to you now due to the late notification to us regarding the state aid amounts.

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

Respectfully,

Linda M. Nelson
Commissioner

RECEIVED
MAR 25 2013

LMN/mb
Encs.

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

CONTRACT SUMMARY

Name of Proposing Individual/Organization: The Neighborhood Center, Inc.

Title of Proposed Service/Program:

Emergency/Crisis Services
Psychosocial Club-ARS
Supportive Case Management
Supportive Case Management Service Dollars
Assisted Competitive Employment (ACE)
Outreach
Advocacy

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

Client Population/Number to be Served: Children and youth with a serious emotional disturbance; adults with a serious and persistent mental illness.

Summary Statements:

I. Narrative Description of Service/Program:

Under the terms and conditions of this Agreement, The Neighborhood Center will provide the following services and related programs:

A. MOBILE CRISIS ASSESSMENT TEAM (MCAT) (OMH) (2680) ($671,345)

The Mobile Crisis Assessment Team provides emergency/crisis psychiatric services for persons living in Oneida and Herkimer Counties. MCAT provides psychiatric crisis assessment and intervention services 24 hours a day, 7 days a week. The mobile unit assesses risk of harm to self or others, factors that led to the crisis, and the level of treatment support services needed. Consistent with the principles of best practice, the MCAT team provides service in the client's own environment whenever possible. By conducting the assessment in the community, the evaluator is able to observe "first hand" the environment where the crisis is occurring as well as the resources and supports available to the individual. Services are provided in the community with office settings at the Neighborhood Center and at the Oneida County 911 Center. Additional enhanced services include transitional, short-term follow up, linkage, and discharge planning coordination. Extensive outreach and public education are also provided to build awareness of services and maintain strong relationships with community agencies, hospitals, and law enforcement to address issues, identify solutions and foster open lines of communication. A transportation program assists families who have loved ones in Hutchings Psychiatric Center in visitation and remaining a part of treatment.

Transportation Program: In addition, to the services mentioned above, The Neighborhood Center will provide a transportation program available to family members and/or significant others for

individuals that are inpatient at Hutchings Psychiatric Center. The relocation of Mohawk Valley Psychiatric Center adult patients to Syracuse will present a hardship for some families in obtaining transportation to visit. It is important for the psychiatric patient to have the support of loved ones through their recovery process. In this regard, the lack of transportation can be a barrier to recovery. Providing transportation for families will effectively remove this barrier and also allow family members to advocate, meet with treatment providers, and be a part of the discharge process. The Center will employ part time drivers who will be cleared to ensure they have a good driving record. As employees of the Neighborhood Center, drivers will also be cleared through the New York State Central Register Database. Family members or significant others seeking transportation will be able to contact the Neighborhood Center from 8: 30 am through 12:00 am to request assistance with transportation.

B. PSYCHOSOCIAL CLUB- ADULT RECOVERY SERVICES (ARS) (OMH) (0770) ($3,342)

Adult Recovery Services offers specialized programs in both Utica and Rome to enhance independent living skills, increase wellness and understanding of mental illness, provide socialization, and peer-support for adults diagnosed with mental illness. The overall goal of the program is to assist individuals in obtaining the highest level of recovery possible. Peers are a critical component in identifying, planning and scheduling activities and the day-to-day operation of the program. ARS offers an array of groups in the areas of Wellness & Self-Management, Health & Fitness, Stress Reduction & Management, and Living with Mental Illness, and Support for Special Needs. Support Groups include Young Adult, Crisis Intervention, Grief & Bereavement, and Co-Occurring.

C. SUPPORTIVE CASE MANAGEMENT (SCM) (OMH) (2620) ($635,008)

The Oneida County Supportive Case Management (SCM) Program provides services to adults who are 18 years of age and older that meet NYS OMH criteria for severe and persistent mental illness. SCM utilizes the principles of Psychiatric Rehabilitation to provide supports via a network of community-based services and resources designed to help people achieve independence as they recover from or learn to manage a psychiatric illness. The Neighborhood Center, as lead agency for SCM, partners with Catholic Charities and Family Services of the Mohawk Valley to provide this service.

The intent of the SCM program is to provide consumers with a comprehensive and coordinated approach toward meeting their treatment, rehabilitation and community support needs using a Care Coordination model. The primary function of SCM is to assist clients consistent with Psychiatric Rehabilitation principles in areas of living, work, education, social recreation, and leisure. The vision is for SCM to become the "central hub" of community-based services for its consumers here in Oneida County. Important components include empowering clients to advocate for themselves whenever possible and developing and maintaining client support systems, including family and community members.

SCM offers specialized services in the areas of vocational, co-occurring and the elderly. These highly focused services are designed to ensure that the most up-to-date information is obtained in order to meet the ongoing needs of these individualized populations.

D. SCM SERVICE DOLLARS (OMH) (2740) ($215,424)

Supportive Case Management utilizes service dollars to assist the clients in developing and maintaining situations for living, working and socializing in the community which enhances their potential for growth and independence and is a critical component in the recovery process.. The clients play a significant role in the planning for and the utilization of service dollars.Service

Dollars are available for the Supportive Case Management Program for emergency and non-emergency purposes and are the payer of last resort. All efforts are made to access alternative resources first.
There are two options to expend service dollars:
Client-Specific services (planned): characterized as those needs which can be anticipated and are reflected in the client's individual service plan.
Emergency Purchases: designed to address the immediate needs of a client. These needs are generally brief in duration and are not anticipated.

E. ASSISTED COMPETITIVE EMPLOYMENT (ACE) (OMH) (1380) ($13,250)
ACE provides adults diagnosed with mental illness an environment in which they can receive job readiness training and needed supports to enter or re-enter the employment arena. Through a variety of skill-building activities and groups, participants are afforded the opportunity to learn and enhance basic skills, including resume writing, interviews, life skills, job-seeking and overall professionalism, in order to prepare for securing or maintaining a job in the community. Overall, the program aims to help individuals' foster greater independence and economic self-sufficiency. ACE is not a time-limited service and participants are enrolled as long as they feel necessary to assist them in maintaining employment.

G. OUTREACH (OMH) (0690) ($23,489)
Adult Recovery Services (ARS) offers specialized Outreach programs via a psychosocial club setting and outreach services to enhance independent living skills, increase wellness and understanding of mental illness, provide socialization, and peer-support for adults diagnosed with mental illness. The overall goal of the program is to assist individuals in obtaining the highest level of recovery possible.
ARS offers an array of groups in the areas of Wellness & Self-Management, Health & Fitness, Stress Reduction & Management, and Living with Mental Illness, and Support for Special Needs.

F. ADVOCACY/SUPPORT SERVICES (OMH) (1760) ($36,228)
In addition to providing emergency/crisis psychiatric services for persons living in Oneida and Herkimer counties the **Mobile Crisis Assessment Team** provides advocacy and support to individuals through services provided by bachelor level staff. These services include:

- Short-term services to assist in the transition from a higher level of care to a lower level of care, such as discharge from an inpatient psychiatric unit and brief support services for stabilization.
- Linkage to identified service providers
- Follow-up (By phone or face-to-face);
- Outreach to high risk clients who are resistant to services;
- Follow-up and support services for children/youth who have been referred to a provider where there is a delay in the start of treatment;
- Coordination with inpatient treatment teams for the development of a strategic crisis plan to prevent unnecessary re-hospitalization;
- Community education to youth, parents and providers regarding assessment of risk,
- Crisis intervention and assistance with accessing various service systems.

II. Service/Program Objectives and Outcomes:

The agency's mission is to provide people with resources and opportunities which respond to the human needs of the neighborhood and the extended community in a manner that: enriches, strengthens and underscores the value and worth of individuals and families; assists in developing responsible citizenship; provides a foundation for growth; and fosters understanding among all persons.

Performance measures for 2013 will continue to address the following areas:

MCAT/ADVOCACY

- Response time
- Diversion from hospital ED and/or IP hospitalization via community mobility
- Linkage and follow up

ARS/OUTREACH

- Minimal participation expectations
- Improved self-awareness of one's recovery process
- Client Satisfaction Survey feedback

SCM/ SERVICE DOLLARS

- Linkage to mental health services
- Sake & affordable housing
- Reduction in frequency and/or duration of IP hospitalization

ACE

- Minimal participation expectations
- Enhanced knowledge and skills related to employment
- Vocational and/or employment linkages

III. Service/Program Design and Staffing:

All services/programs are licensed by the NYS Office of Mental Health (OMH), as applicable. Assisted Competitive Employment is monitored and certified through the NYS Education Department Bureau of Vocational & Educational Services for Individuals with Disabilities (ACESS-VR).

Total Funding Requested: **Account #:** A4310.49526

Gross Budget		$1,598,086.00
Net Amount		$1,598,086.00
Federal Funds		0
State Funds	OMH	$1,598,086.00
	OPWDD	0
	OASAS	0
County Funds		$ 000,000.00

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of $1,598,086.00 be approved for 2013.

Service Units: N/A

Proposed Funding Sources (Federal $/State $/County $): **Cost Per Client Served:** N/A

State	$1,598,086.00
County	$ 000,000.00

AMENDMENT

THIS IS AN AMENDMENT to the years 2011-2013 Contract Agreement # 011825 by and between the Oneida County Department of Mental Health located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and Neighborhood Center, Inc., having its principal office located at 293 Genesee Street, Utica, NY 13501.

THE PURPOSE of this Amendment is to increase funding for OMH Service Programs in the amount of two hundred eighty-nine seven hundred thirty dollars ($289,730.00) over the current contract; and to decrease the county funding dollars in the amount of twenty-five thousand dollars ($25,000.00). The increase in funding for this contract is covered by 100 % OMH State Aid.

The name of the party of the first part shall be changed from "Oneida County Department of Mental Health located at 120 Airline Street, Suite 200, Oriskany New York 13424" to "Oneida County, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424".

The name of the party of the second part shall be changed from "Neighborhood Center, Inc. having its principal office located at 293 Genesee Street, Utica, NY 13501" to "The Neighborhood Center, Inc., having its principal office located at 293 Genesee Street, Utica, New York 13501".

All other terms of the original contract shall remain in effect and unchanged.

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

COUNTY OF ONEIDA

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

By: Linda M. Nelson 3/12/13
Linda M. Nelson Date
Commissioner of Mental Health

CONTRACTOR

By: Frank Donato 3/7/13
Frank Donato, President Date
Board of Directors
The Neighborhood Center, Inc.

By: Sandra Soroka 3/7/13
Sandra Soroka, Executive Director Date
The Neighborhood Center, Inc.

Approved as to Form ONLY:
ONEIDA COUNTY ATTORNEY

By: _____

Date: _____

Updated 01/01/2013

APPENDIX A
CONTRACT BUDGET 2013
THE NEIGHBORHOOD CENTER, INC.

	2011	2013	**Difference**
OMH	$1,308,356.00	$1,598,086.00	**$289,730.00**
OPWDD			**$0.00**
OASAS			**$0.00**
Total State Aid	$1,308,356.00	$1,598,086.00	**$289,730.00**
County Funds	$25,000.00		**-$25,000.00**
Voluntary Contribution (M	$0.00	$0.00	**$0.00**
Unmatched Contribution	$0.00	$0.00	**$0.00**
(non-funded amt)			**$0.00**
TOTAL FUNDING	**$1,333,356.00**	**$1,598,086.00**	**$264,730.00**

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

Linda M. Nelson, *Commissioner*

Oneida County
Department of Mental Health
120 Airline Street, Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
E-mail: mentalhealth@ocgov.net
Web site: www.ocgov.net

FN 20 13 - 172

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive

Date 3/25/13

March 18, 2013

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

Dear Mr. Picente:

I am forwarding seven (7) copies of an Amendment to the Purchase of Services Agreement between the Oneida County Department of Mental Health and The ARC of Oneida and Lewis Counties, Inc. for your review and signature.

The gross amount of this Agreement is **$339,983.00. No Oneida County Tax dollars are associated with this Agreement.**

Please note that this amendment is coming to you now due to the late notification to us regarding the state aid amounts.

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

Respectfully,

Linda M. Nelson
Commissioner

RECEIVED
MAR 25 2013

LMN/mb
Encs.

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

CONTRACT SUMMARY

Name of Proposing Individual/Organization: The Arc, Oneida-Lewis Chapter, NYSARC, Inc.

Title of Proposed Service/Program: Vocational Rehabilitation Training/Sheltered Workshop
Transportation
Assisted Competitive Employment
Ongoing Integrated Supported Employment

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

Client Population/Number to be Served: Adult residents of Oneida County with a developmental disability/ 105 to be served
Adults with a mental illness/100

Summary Statements:

1. **Narrative Description of Service/Program:**

(a) Vocational Rehabilitation Training/Sheltered Workshop (OPWDD) (0340) ($97,754)

The Vocational Rehabilitation Training program focuses on teaching the individual with a disability appropriate social, behavioral and work skills necessary to not only earn money through work while participating in the program, but to go out into the community and find competitive employment in the future. Individuals who are unable to find competitive employment can remain within the vocational training program and earn money at a level which equals their ability to do work based on industrial standard time studies. If not for the Vocational Rehabilitation Training program, many individuals would then participate in more costly day habilitation programs or remain unserved.

(b) Transportation (OPWDD) (0340) ($31,760)

Transportation to and from programming within Oneida County is afforded to those individuals in need to improve accessibility of services.

(c) Assisted Competitive Employment (OMH) (1380) ($37,093)
Assisted Competitive Employment (ACE) is a community-based supported employment program that provides intensive services including: intake and assessment, individualized job development, job shadowing, community internships, benefits counseling, transportation, and life skills advocacy. This program serves individuals with severe mental illness.

(d) Ongoing Integrated Supported Employment (OMH) (4340) ($173,376)

Ongoing Integrated Supported Employment provides individuals with severe mental illness direct placement into community based employment accompanied by needed support and follow along services to ensure a successful job placement. Support services include: on-site job coaching, benefits counseling, transportation, life skills advocacy, and long term job retention supports. Extended services are provided to the individual as long as they are needed to ensure gainful employment is successfully maintained.

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

The objective of the Vocational Rehabilitation Training/Sheltered Workshop program is to provide training and supports to people with developmental disabilities to enable them to develop work skills and behaviors which will allow them to go into the community to find employment.

The Assisted Competitive Employment and Ongoing Integrated Employment programs are designed to support individuals with mental illness to develop the skills necessary to secure and maintain competitive employment in the community.

Performance measurements include:

- Individuals referred, served, placed and maintained
- Vocational Training cost –effectiveness
- Reports of improved quality of life and positive self-esteem derived from participation in employment/vocational activities
- Productivity in terms of hours worked, hourly wage and type of job
- Successful competitive employment status

3. **Service/Program Design and Staffing:**

The Vocational Rehabilitation Training/Sheltered Workshop is certified by the NYS Office of Persons With Developmental Disabilities (OPWDD). The program design and staffing requirements are in accordance with OPWDD regulations.

The Assisted Competitive Employment Program and the Ongoing Integrated Supported Employment Program design and staffing criteria meet the NYS Office of Mental Health guidelines and regulations.

Total Funding Requested: **Account #:** A4310.49516

Gross Budget		$339,983.00
Revenues (All Sources)		0
Net Amount		$339,983.00
State Funds	OMH	$ 210,469.00
	OPWDD	$ 129,514.00
	OASAS	0
County Funds		0
Other		0

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of $339,983 be approved for 2013.

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

State Aid only (OMH & OPWDD) $339,983

Cost Per Client Served: N/A

AMENDMENT

THIS IS AN AMENDMENT to the years 2011-2013 Contract Agreement # 011821 by and between the Oneida County Department of Mental Health located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and The ARC of Oneida and Lewis Counties, Inc., having its principal office located at 245 Genesee Street, Utica, NY 13501.

THE PURPOSE of this Amendment is to increase funding for OMH Service Programs in the amount of eighty-one thousand five hundred thirty-eight dollars ($81,538.00) over the current contract; an increase to the OPWDD funding in the amount of two thousand six hundred ninety-three dollars ($2,693.00), and to decrease the county funding dollars in the amount of fifty-six thousand eighty-nine dollars ($56,089.00). The increase in OMH and OPWDD funding for this contract is covered by 100 % OMH State Aid.

The name of the party of the first part shall be changed from "Oneida County Department of Mental Health located at 120 Airline Street, Suite 200, Oriskany New York 13424" to "Oneida County, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424".

All other terms of the original contract shall remain in effect and unchanged.

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

COUNTY OF ONEIDA

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

By: Linda M. Nelson 3-7-13
Linda M. Nelson Date
Commissioner of Mental Health

CONTRACTOR

By: Joanna Greco 2/20/13
Joanna Greco, President Date
Board of Directors
The ARC of Oneida and Lewis Counties, Inc.

By: Karen Korotzer 2/20/13
Karen Korotzer, Executive Director Date
The ARC of Oneida and Lewis Counties, Inc.

Approved as to Form ONLY:
ONEIDA COUNTY ATTORNEY

By: _____

Date: _____

Updated 01/01/2013

APPENDIX A
CONTRACT BUDGET 2013
THE ARC OF ONEIDA AND LEWIS COUNTIES, INC.

	2011	2013	**Difference**
OMH	$128,931.00	$210,469.00	**$81,538.00**
OPWDD	$126,821.00	$129,514.00	**$2,693.00**
OASAS			**$0.00**
Total State Aid	$255,752.00	$339,983.00	**$84,231.00**
County Funds	$56,089.00	$0.00	**-$56,089.00**
Voluntary Contribution (M	$0.00	$0.00	**$0.00**
Unmatched Contribution (non-funded amt)	$0.00	$0.00	**$0.00**
TOTAL FUNDING	**$311,841.00**	**$339,983.00**	**$28,142.00**

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

Linda M. Nelson, *Commissioner*

Oneida County
Department of Mental Health
120 Airline Street, Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
E-mail: mentalhealth@ocgov.net
Web site: www.ocgov.net

FN 20 13-143

HEALTH & HUMAN SERVICES
WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive

Date 3/25/13

March 18, 2013

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

Dear Mr. Picente:

I am forwarding seven (7) copies of an Amendment to the Purchase of Services Agreement between the Oneida County Department of Mental Health and Human Technologies Corporation, for your review and signature.

The gross amount of the Amended 2012 Agreement is **$358,024.00. No Oneida County Tax dollars are associated with this Agreement.**

Please note that this amendment is coming to you now due to the late notification to us regarding the state aid amounts.

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

Respectfully,

Linda M. Nelson
Commissioner

LMN/mb
Encs.

RECEIVED
MAR 25 2013

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Human Technologies Corporation

Title of Proposed Service/Program: Assisted Competitive Employment (ACE)
Ongoing Integrated Supported Employment (OISE)
Vocational Rehab/Sheltered Workshop

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

Client Population/Number to be Served: Adults with a serious and persistent mental illness

Summary Statements:

I. Narrative Description of Service/Program:

Under the terms and conditions of this Agreement, Human Technologies Corporation (HTC) agrees to provide the following:

A1. Program: Ongoing Integrated Supported Employment (OISE) (OMH) (4340) ($30,592)
Location: 2260 Dwyer Avenue, Utica

HTC provides Supported Employment for people with severe mental illness. This program provides consumers with direct placement in competitive employment of their choice, accompanied by needed support and follow up services to ensure a successful job placement. Job placements are found, and individualized goals established, based upon one's preferences, strengths and work experiences. When placed, an individual is considered "successful" once 90 days of employment has been achieved. Follow along (or extended) services are provided indefinitely to assure that gainful employment is successfully maintained.

A2. Program: Assisted Competitive Employment (ACE) (OMH) (1380) ($49,768)
Location: 2260 Dwyer Avenue, Utica

This community-based supported employment program provides intensive service with placement, job coaching and follow along supports for persons with an Axis I diagnosis of Severe and Persistent Mental Illness.

B. Service: Vocational Training/Sheltered Workshop (OMH) (0340) ($277,664)
Program: Sheltered Workshop
Location: 2260 Dwyer Avenue, Utica

Vocational Training through Sheltered Workshop participation focuses on teaching the individual with a disability the appropriate social, behavioral and work skills necessary to not only earn money while participating in the program, but how to find future competitive

employment in the community. People unable to secure competitive employment can remain in the vocational training program and earn money at a level which equals their ability to perform work based upon industrial standards time studies.

II. Service/Program Objectives and Outcomes:

The mission of Human Technologies Corporation is to enhance the quality of life for people with disabilities and others who have barriers to employment. Competitive employment is valued and sought as an attainable goal for all consumers.

Performance measures include:

- Successful competitive employment status at 90 days
- % of Sheltered Workshop employees with a diagnosed disability
- Rate of pay based upon productivity and assembly skills

III. Service/Program Design and Staffing:

All services and related programs are staffed according to the NYS Office of Mental Health (OMH) regulations in conjunction with the Adult Career and Continuing Education Services-Vocational Rehabilitation (ACCES-VR).

Total Funding Requested: **Account #:** A4310.49518

Gross Budget		$358,024.00
Revenues (All Sources)		0
Net Amount		$358,024.00
Federal Funds		0
State Funds	OMH	$358,024.00
	OMRDD	0
	OASAS	0
County Funds		0

Oneida County Department Funding Recommendation(s):

It is recommended that the full amount of $358,024.00 be approved.

Service Units: N/A

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

State aid only $358,024.00

AMENDMENT

THIS IS AN AMENDMENT to the years 2011-2013 Contract Agreement # 011938 by and between the Oneida County Department of Mental Health located at 120 Airline Street, Suite 200, Oriskany, New York 13424 and Human Technologies Corporation, having its principal office located at 2260 Dwyer Avenue, Utica, NY 13501.

THE PURPOSE of this Amendment is to increase funding for OMH Service Programs in the amount of thirty-seven thousand four hundred ninety-three dollars ($37,493.00) over the current contract. The increase in OMH funding for this contract is covered by 100 % OMH State Aid.

The name of the party of the first part shall be changed from "Oneida County Department of Mental Health located at 120 Airline Street, Suite 200, Oriskany New York 13424" to "Oneida County, by and through its Department of Mental Health, with offices at 120 Airline Street, Suite 200, Oriskany, New York 13424".

All other terms of the original contract shall remain in effect and unchanged.

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

COUNTY OF ONEIDA

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

By: Linda M. Nelson March 19, 2013
Linda M. Nelson Date
Commissioner of Mental Health

CONTRACTOR

By: Randall William H [illegible] March 14, 2013
William Randle, President (BR) Date
Board of Directors
Human Technologies Corporation

By: [illegible] 03/14/2013
Richard Sebastian, Executive Director Date
Human Technologies Corporation

Approved as to Form ONLY:
ONEIDA COUNTY ATTORNEY

By: _____

Date: _____

Updated 01/01/2013

APPENDIX A
CONTRACT BUDGET 2013
HUMAN TECHNOLOGIES CORPORATION

	2011	2013	**Difference**
OMH	$320,531.00	$358,024.00	**$37,493.00**
OPWDD			**$0.00**
OASAS			**$0.00**
Total State Aid	$320,531.00	$358,024.00	**$37,493.00**
County Funds			**$0.00**
Voluntary Contribution (Matched)	$0.00	$0.00	**$0.00**
Unmatched Contribution by Agency	$0.00	$0.00	**$0.00**
(non-funded amt)			**$0.00**
TOTAL FUNDING	**$320,531.00**	**$358,024.00**	**$37,493.00**

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

Linda M. Nelson, *Commissioner*

Oneida County
Department of Mental Health
120 Airline Street, Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
E-mail: mentalhealth@ocgov.net
Web site: www.ocgov.net

FN 20 13-144

March 18, 2013

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive

Date 3/26/13

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

Dear Mr. Picente:

I am forwarding seven (7) copies of an Amendment to the Purchase of Services Agreement between the Oneida County Department of Mental Health and Central New York Services, Inc. for your review and signature.

The gross amount of this Agreement is **$1,518,261.00. No Oneida County Tax dollars are associated with this Agreement.**

Please note that this amendment is coming to you now due to the late notification to us regarding the state aid amounts.

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

Respectfully,

Linda M. Nelson
Commissioner

RECEIVED
MAR 25 2013

LMN/mb
Encs.

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

CONTRACT SUMMARY

Name of Proposing Individual/Organization: **CENTRAL NEW YORK SERVICES, INC.**

Title of Proposed Service/Program: **OUTREACH-COURT/JAIL**
BRIDGER-PROGRAM
ADVOCACY
COORDINATED CHILDREN'S SERVICES INITIATVE
SERVICE DOLLARS ACT
MICA NETWORK
ADVOCACY-SHELTER PLUS CARE

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

Client Population/Number to be Served: Adults with a mental illness who are in, entering, or exiting the criminal justice system. This includes Children and youth with a serious emotional disturbance, and adults with a serious and persistent mental illness, a co-occurring disorder and a history of multiple psychiatric hospitalizations.

Summary Statements:

I. Narrative Description of Service/Program:
Under the terms and conditions of this Agreement, Central New York Services, Inc. (CNYS) will provide the following services and related programs:

(A) OUTREACH- COURT/JAIL (OMH) (0690) ($891,250)

1. Screening and Jail Diversion (FEU) The Agency receives referrals directly from the Courts and provides screening, case planning, referral and monitoring for the Court and the individual referred. Individuals receiving the service have been identified with a mental illness, substance abuse addiction or dual diagnosis. Individuals are diverted from the Correctional Facility and receive treatment and other services from community providers. Successful completion of the treatment plan results in dismissal of the charges in the criminal justice system. This service allows an individual to either continue in employment or access the necessary supports to move toward gaining employment.

2. Mental Health Court Case Management:
This Case Manager will be working solely with individuals who are being considered, referred or terminated from Mental Health Court. Case Management will assess the referral of accepted candidates to appropriate services providers, including mental health, addictions, housing, medical, financial, etc. Case Management will work to develop and implement individualized service plans; attend case management consultations with providers; and work as a liaison between the Mental Health System and The Mental Health Court.

3. SUICIDE PREVENTION AND SCREENING

Location: Oneida County Correctional Facility (OCCF)Judd Road, Oriskany.

Mental Health services are a federal mandate for all county correctional facilities. All persons admitted to the Oneida County Correctional Facility are assessed for lethality (potential for suicide) via the Forensic Behavioral Health Unit; individuals assessed as needing supports are monitored for possible symptoms of depression or decompensation. Crisis intervention services are available when staff is notified. In addition, medication assessment services are also provided. If notified of impending discharge, staff will offer inmates a voluntary opportunity to access supports and referrals designed to enhance the individual's employability.

4. ENHANCED FORENSIC CASE MANAGEMENT:

Location: 1411 Genesee Street, Utica .

The program will involve the provision of follow-up discharge planning for incarcerated individuals. The agency's case managers work to improve the compliance rate for engagement in the community supports, reduce homelessness, to reduce recidivism and re-involvement with the criminal justice system; and to reduce ED/Inpatient treatment. Case Management Services include providing and arranging transportation, home visitations, attending case management consultations with providers, liaison between providers and FMH staff at the jail, monitor court process.

5 MANDATED OMH SERVICES:

Location: Oneida County Department of Mental Health Oriskany

Program staff provides New York State Office of Mental Health mandated services including:

a) CPL 730 evaluations ordered by Oneida County Courts to determine if defendants with mental defects can understand criminal charges and assist in their own defense;
b) Medication Grant Program- which provides short term medications for mentally ill individuals released from jails, prisons and psychiatric hospitals;
c) Adult Single Point of Access and Accountability- Process referrals for individuals with mental illness for care coordination and residential services.

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(B)BRIDGER PROGRAM (OMH) (1970) ($108,484)

Location: Oneida County Correctional Facility (OCCF)
Judd Road, Oriskany

Located within the Forensic Behavioral Health Unit at Oneida County Correctional Facility ,the Bridger Program provides initial referral and linkage to appropriate treatment services, including employment training, support and readiness, for inmates upon their discharged from jail. The program is designed to reduce recidivistic behavior by offering a greater chance of successful reintegration into the community for inmates who have difficulty accessing needed services once

out of the facility. Program participation is voluntary in nature; basic case management techniques are utilized.

(C) ADVOCACY (OMH) (1760) ($170,996)

Location: Oneida County Correctional Facility (OCCF)
Judd Road, Oriskany

Located within the Forensic Behavioral Health Unit at Oneida County Correctional Facility and integral to the Bridger Program, Advocacy , provides initial referral and linkage to appropriate treatment services, including employment training, support and readiness, for inmates upon their discharged from jail. The services are designed to reduce recidivistic behavior by offering a greater chance of successful reintegration into the community for inmates who have difficulty accessing needed services once out of the facility. Program participation is voluntary in nature; basic case management techniques are utilized.

(D) COORDINATED CHILDREN'S SERVICES INITIATIVE (CCSI) (OMH) (2990) ($71,330)

Locations: a. Oneida County Juvenile Probation Offices
Union Station, Utica
b. Oneida County Department of Mental Health
Oriskany

a) This program uses an assessment tool to assist in the management and planning of services to children and adolescents with juvenile justice involvement (or potential involvement) and their families, to achieve permanency and quality in their plans for life and employment. The assessment tool is employed by the Probation Dept. for decision support and is further used to design a system of services that seeks to avoid juvenile justice contact or placement, and to maintain children with their families. These specialized services, when linked to effective treatment services, have proven to be an excellent means of reducing recidivism and preventing criminal behaviors in adulthood. B) Additional staff provides oversight of the Children's Single Point of Access which provides parent support and processes referrals for care coordination and supports for children with mental illness.

(E) ASSERTIVE COMMUNITY TREATMENT (ACT) SERVICE DOLLARS (OMH) (8810) ($44,224)

Administers wrap-around service funds to assist the Oneida County ACT Team @ Mohawk Valley Psychiatric Center to sustain a person within the larger community and/or to assist them in reduction of hospital stays and/or contact with the criminal justice system. The team serves a total of approximately 65 individuals through a voluntary service; funds can be used for employment training and readiness.

(F) MENTALLY ILL CHEMICAL ABUSE NETWORK (OMH) (5990) ($108,227)
Integration of chemical dependency and mental health services for those with co-occurring disorders is recognized as a *Best Practice*. Recent research has noted the pervasive nature of co-occurring disorders, and the failure of the traditional treatment approach of sequentially or concurrently treating an individual in two separate treatment environments. This case management service assists the individual to avoid additional contacts with the criminal justice system by obtaining treatment that addresses all of the disability issues concurrently, sustaining the individual through the inevitable short-term setbacks and providing case management support and advocacy for the dually diagnosed person. This support provides persons with the foundation to pursue training, placement and other employment related services to further their recovery.

(G) ADVOCACY/SUPPORT Shelter Plus Care (OASAS) (3078) ($123,750)
Provides ongoing administrative support for all Oneida County services but, in particular, Shelter Plus Care Housing, which assists 240+ persons and their families in obtaining and sustaining quality housing to help ensure continuing participation in treatment, employment and other services aiding in their recovery from substance abuse. Individuals are assisted in finding affordable housing within Oneida County, establish income eligibility for a Section 8 housing subsidy and understand the Public Assistance/Social Security benefits process. Other staff duties include: performing annual apartment safety inspections, as required by HUD; conducting monthly visits to assess continued treatment program attendance (required for ongoing receipt of a housing voucher) and housing safety; and providing needed referral and linkage to other community service providers, again, to help support permanent housing.

II. Service/Program Objectives and Outcomes:
All services provided through the court system are intended to divert individuals with a mental illness and charged with relatively minor offenses from the criminal justice system and jail into more appropriate, and less costly, treatment settings. Suicide screening and assessment services, in particular, are designed as a proactive, preventative measure to eliminate the risk of potential cases. Community based services are designed to meet the care coordination needs of those with mental illness including both adults and children, co-occurring disorders , and OMH mandated services .The agency anticipates utilizing the same overall performance measurements as in 2010 for 2013 .

III. Service/Program Design and Staffing:
All programs and individual staffing criteria meet NYS Office of Mental Health (OMH) and NYS Office of Alcoholism and Substance Abuse Services (OASAS) guidelines and regulations.

Total Funding Requested: **Account #:** A4310.49519

Gross Budget		$1,518,261.00
Net Amount		$1,518,261.00
Federal Funds		0
State Funds	OMH	$1,394,511.00
	OPWDD	0
	OASAS	$ 123,750.00
County Funds		$ 0

Oneida County Department Funding Recommendation(s): It is recommended that the full amount of $1,518,261.00 be approved for 2013.

Proposed Funding Sources (Federal $/State $/County $): State Aid only

Service Units: N/A

Cost Per Person Served: N/A

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

Linda M. Nelson, *Commissioner*

Oneida County
Department of Mental Health
120 Airline Street, Suite 200
Oriskany, New York 13424

Phone: (315) 768-3660
Fax: (315) 768-3670
E-mail: mentalhealth@ocgov.net
Web site: www.ocgov.net

FN 20 13 - 145

March 18, 2013

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

Anthony J. Picente, Jr.
County Executive

Date 3/25/13

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

Dear Mr. Picente:

I am forwarding seven (7) copies of an Amendment to the Purchase of Services Agreement between the Oneida County Department of Mental Health and Center for Family Life and Recovery, Inc., for your review and signature.

The gross amount of the Amended 2012 Agreement is **$178,688.00. No Oneida County Tax dollars are associated with this Agreement.**

Please note that this amendment is coming to you now due to the late notification to us regarding the state aid amounts.

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

Respectfully,

Linda M. Nelson
Commissioner

RECEIVED
MAR 25 2013

LMN/mb
Encs.

Oneida County Department: Mental Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

ONEIDA COUNTY BOARD OF LEGISLATORS

CONTRACT SUMMARY

Name of Proposing Individual/Organization: Center for Family Life and Recovery, Inc.

Title of Proposed Service/Program: Alcohol Prevention and Education
Dual Recovery/MICA Training
Self Help
Advocacy

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

Client Population/Number to be Served: Persons suffering from alcoholism and other drug dependency, and their families; community agency staff; sexual offenders and survivors; schools, youth and families

Summary Statements:

I. Narrative Description of Service/Program:

Under the terms and conditions of this Agreement, the Center for Family Life and Recovery, Inc. will provide the following services and related programs for its merged target populations.

(A) Oneida County Prevention Council (OASAS) (5520) ($79,627)

CFLR will continue to implement Second Step an evidence-based (research) model program and these practices have been shown to reduce risk behaviors and increase protective factors leading to lower levels of youth problem behavior. The program content is delivered at various schools, afterschool and summer programs in Oneida County. CFLR also provides Non-evidence-based programming which includes public education, speaking engagement, afterschool and summer prevention programs to reinforce the skills and provide a hands-on approach. These offer opportunities for youth to celebrate positive and pro-social behaviors.

The Center also provides technical assistance to current and new community coalitions; assesses needs and strengths of each coalition; provides resources to coalitions to effectively implement evidence-based practices. Insight House, Rome Community Recovery Center, McPike Addictions Treatment Center, Addictions Crisis Center, Milestones, Community Health and Behavioral Services and Mental Health Connections are the primary community-based services utilized to foster networking and integrative services.

(B) Dual Recovery/MICA Training Program (OMH) (5990) ($18,449)

This coalition focuses on facilitating priority training needs for professionals in the Community, by analyzing evaluations and addressing our Community's needs. Their mission is to train and educate Community Professionals on issues related to dual recovery, treatment, prevention, mental health, case management and more. All PTC trainings offer New York State Office of Alcoholism and Substance Abuse Services OASAS hours to participants. The Center manages associated training funds and provides program coordination with the assistance of the coalition (Professional Training Coalition) that is comprised of key representatives from the community and agencies including, but not limited, to: Catholic Charities, Upstate Cerebral Palsy (Dual Recovery Homeless Network), Professional Counseling Center, Insight House, Conifer Park, Tully Hill, Oneida County Department of Mental Health, McPike ATC, Oneida County Probation and Central NY Services.

(C) Sexual Offender Treatment Program (OMH) (2770) ($26,550)

Type: Self Help Program

The Sexual Offender Treatment Program (SOTP) is a best practice, research-based, comprehensive program that follows the Practice Standards and Guidelines of the National Association for the Treatment of Sexual Abusers (ATSA). Its primary focus is to increase public safety and reduce recidivism by helping participants manage their sexually abusive thoughts and behaviors, understand and work on resolving their underlying issues and increase their capacity to meet their needs in functional ways and engage in productive, pro-social behaviors and activities. The program's traditional target population has been adolescents and adults who have sexually abused children and/or adolescents or adults who could not give consent. However, the agency is now working with the NYS Division of Parole for approval to start offering services to persons who sexually abused adults by means of force and/or coercion (a cohort not previously accepted). Individual, Group and Couples/Family Counseling are provided according to the individualized needs of the participants, though Group is the preferred treatment modality. Program stages include Individual Assessment, Introductory Group, Relapse Prevention/Therapy Group and Aftercare/Maintenance. A holistic, Cognitive Behavioral approach is used combining principles of Relapse Prevention, Good Lives and Risk Responsivity and Needs Models.

The Center has many pre-established collaborative relationships with other service providers within our community, which are necessary for the provision of services under this program. The agency works closely with Probation and Parole, in particular, with monthly meetings held to discuss the treatment and community management issues of each and every participant.

(D) Suicide Prevention Program (OMH) (1760) ($54,062)

Type: Advocacy Service Program

CFLR, Inc. is expanding it suicide prevention program to by providing advocacy for individuals who suffer from mental illness and substance abuse. The purpose is to utilize community relationships to prevent tragedies by supporting and educating youth and adults to recognize and deal with issues of mental health, violence/bullying, substance abuse and suicide to create healthier individuals. The program will train schools, develop mentors, provide suicide prevention training, and provide public education and awareness,

II. Service/Program Objectives and Outcomes:

The Centers objectives of Second Step is to targets children at risk not only for violence but also for substance abuse, suicide, and dropping out of school, provides support for all children, either through direct skill development or indirect peer role modeling and reinforcement, teach age appropriate, positive emotion-management strategies and skills, use a combination of modeling, practice, coaching and positive reinforcement and includes "home link" activities to encourage students to discuss and practice with parents. Treatment objectives for the Sexual Offender Treatment Program (SOTP) include: increased acceptance of responsibility for committing sexual abuse; completing the successful implementation of one's Relapse Prevention Plan; demonstrating success in meeting needs and accomplishing life tasks and goals in a functional, pro-social manner; and developing and making progress in resolving personal victimization and trauma issues. Program outcomes are monitored on an annual basis through the use of the Attkisson CSQ8, which is a validated Client Satisfaction Index. Established as an earlier link to appropriate treatment services for children and youth identified as at-risk, the Youth Suicide Prevention Program works to increase awareness that there are alternatives to teen suicide and to empower youth, families and the community to access resources and support services.

III. **Service/Program Design and Staffing:**

The Center for Family Life and Recovery, Inc. acts responsibly as an advocate for its targeted substance abuse population by offering objective information and referral services for those seeking intervention and treatment, and by providing education to children and their addicted parents. Individuals are connected to all 12 step-meeting groups as well as mental health and substance abuse treatment providers. Additionally, sex offender services are provided by an extremely knowledgeable, skilled and experienced staff, both with over 20 years experience treating people who have committed sexual abuse and one of whom is a Clinical Member of the National ATSA (Association for the Treatment of Sex Offenders). All services and programs that are certified by the NYS Office of Alcoholism and Substance Abuse Services (OASAS) and thus are directed to meet minimum staffing requirements

Total Funding Requested: **Account #:** A4310.49521

Gross Budget		$178,688.00
Revenues (All Sources)		0
Net Amount		$178,688.00
State Funds	OMH	$ 99,061.00
	OASAS	$ 79,627.00
County Funds		0

Oneida County Department Funding Recommendation(s):
It is recommended that the full amount of $178,688.00 be approved for 2013.

Service Units: (N/A)

Proposed Funding Sources (Federal $/State $/County $):
State Aid only $178,688.00

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

March 21, 2013

FN 20 13 146

RECEIVED
MAR 25 2013
HEALTH & HUMAN SERVICES
WAYS & MEANS

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

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 is a vital service to deter placement of eligible Medicaid Clients in Nursing Home Care. These services are cost effective because people are able to remain at home reducing the need for higher levels of care.

I am respectfully requesting that this sample contract for Personal Care Services be approved for all five (5) Agencies under one resolution, however if there are concerns with any individual provider, that provider or providers may be omitted and processed separately.

The following is a list of the five (5) Personal Care Service Providers:

- Cathie-Lee's Home Health Care, LLC, P.O. Box 526, Sylvan Beach, New York
- Family Home Care, Inc., 519 N. Madison Street, Rome, New York
- Homemakers of the Mohawk Valley Inc, dba Caregivers, 2465 Sheridan Drive, Tonawanda, New York
- Presbyterian Residential Community, Inc., 4300 Middlesettlement Road, New Hartford, New York
- US Care Systems Inc., 2614 Genesee Street, Utica, New York

The term of these Agreements runs from June 1, 2013 through May 31, 2014. New York State Department of Health establishes the Personal Care Rates. The cost of these six providers in 2012 was $881,925.00 with a local share of 10 % or $ 88,192.50.

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 3/25/13

3/21/13
XXXXX

Oneida Co. Department Social Services

Competing Proposal_____
Only Respondent_____
Sole Source RFP_____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Five (5) Various Personal Care Service Providers

- Cathie-Lee's Home Health Care, LLC, P.O. Box 526, Sylvan Beach, New York 13517
- Family Home Care, Inc., 519 N. Madison Street, Rome, New York 13440
- Homemakers of the Mohawk Valley, Inc, dba Caregivers, 2465 Sheridan Drive, Tonawanda, New York 14150
- Presbyterian Residential Community, Inc., 4300 Middlesettlement Road, New Hartford, New York 13413
- US Care Systems, Inc., 2614 Genesee Street, Utica, New York 13502

Title of Activity or Services: Personal Care Services

Proposed Dates of Operations: June 1, 2013 through May 31, 2014

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

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 are 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: Rates determined by New York State –

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

Mandated or Non-mandated: Mandated service

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

Federal	62 % -	$ 546,793.50
State	28 % -	$ 246,939.00
County	10 % -	$ 88,192.50

Cost Per Client Served: Rates vary as to the level of care required.

Past performance Served: Personal Care Services 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 for these five providers in 2012 was $ 881,925.00 with a cost to the Department equaling approximately $ 88,192.50.

O.C. Department Staff Comments: The Department is satisfied with all personal care service providers and contracts with a number of agencies to ensure availability of service.

#XXXXX

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 JUNE, 2013

BETWEEN ONEIDA COUNTY, through its DEPARTMENT OF SOCIAL SERVICES LOCATED AT 800 PARK AVENUE, UTICA, NEW YORK, 13501 (HEREINAFTER CALLED THE DISTRICT or DEPARTMENT),

AND

PERSONAL CARE SERVICE PROVIDER LOCATED AT _____, _____, _____, _____ (HEREINAFTER CALLED THE PROVIDER or CONTRACTOR)

This Agreement is between Oneida County, through its 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 Personal Care Service Provider (Provider) having its principal office at _____.

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, Oneida County or the State Department of Health. The Provider agrees that it will, at all times, defend, indemnify and hold the Social Services District, Oneida County 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, Oneida County or State Department of Health. Notwithstanding the foregoing, the Provider shall not be required to defend and indemnify the Social Services District, Oneida County and 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 Sate 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. The option to renew this Agreement under all current terms and conditions for one additional year not to exceed May 31, 2015 is at the sole discretion of the Department and the County and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

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 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, Oneida County and the State Department of Health from any potential liability that may accrue as a result of any actions by 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 statues, 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 Appendix B 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 and all attached appendixes and addendums 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 June 1, 2013 through May 31, 2014

Signatures

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

****

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: _____

eMedNY ID #_____

****

APPENDIX A

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

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.

II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.

III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:

(a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

(b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.

(c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.

(d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—

(a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or

(b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

(a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.

(c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

(d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

(a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).

(c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and

will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder,

and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

**Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

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

c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.

b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.

c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.

b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within

three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.

e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;

- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.

- Opinions prepared by consultant law firms construing the statues of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224

- The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.

f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.

i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions

j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the

termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.

l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
   a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
   b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
   c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
   d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
   e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

   Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

n. By signing this contract, the Contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by the Department that the contractor is a non-responsible vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:
   - The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
   - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
   - The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor

- The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a

p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at: http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such

explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.

b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign a Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

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

The Contractor and any subsequent sub-contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782

of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

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

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

d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.

b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.

c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded

d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to me made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.

b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice

shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filling of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor

d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGEEMENT, the Department may terminate this AGREEMENT upon thirty (30 days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the

Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30 days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or it the Contractor has violated or is in non-compliance with any term of any other AGEEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business

hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars ($ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars ($ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

   The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars ($ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insured and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

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

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

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

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE **DATE**

Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement

I, the undersigned, an employee of_____, (the
Name of Contract Agency
"Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness:_____
Created 4-24-12

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 YOK STATE SOCIAL SERVICES LAW)
(FOR TITLE XIX SERVICES ONLY)

Between:

Oneida County Department of Social Services
(Social Services District)

and:

Personal Care Service Provider
(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:_____

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

DATE: _____

For: _____
(Provider)

Authorized Signature: _____

Print name and Title: _____

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of June, 2013 , between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and

the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
   d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

1. The Contractor will or will continue to provide a drug-free workplace by:
   a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   b. Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The Contractor's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);

d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
1. Abide by the terms of the statement; and
2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

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

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

_____

_____

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

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

4. Health Insurance Portability and Accountability Act (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
   1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
   2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
   3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
   1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
   2. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:
   1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
   2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;

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

d. The Contractor agrees that this contract may be amended if any of the following events occurs:
   1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
   2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
   3. There is a material change in the business practices and procedures of the County.

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

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the

County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

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

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By:_____

Oneida County Executive

Approved as to Form only

_____

Oneida County Attorney

Contractor

By:_____

Name:

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

March 25, 2013

RN 20 13-147

HEALTH & HUMAN SERVICES

WAYS & MEANS

RECEIVED
APR - 2 2013

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

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 Emergency Response Service (PERS) provides service to those eligible Medicaid clients who still reside in their home but require monitoring for health and safety issues.

I am respectfully requesting that this sample contract for Personal Emergency Response Service (PERS) be approved for all four (4) Agencies under one resolution, however if there are concerns with any individual provider, that provider or providers maybe omitted and processed separately.

The following is a list of the four (4) Personal Emergency Response Service (PERS) Providers:

- GTL, Incorporated d/b/a Link to life, 297 North Street, Pittsfield, Massachusetts 01201
- Health Care Monitoring Systems, Inc., PO Box 1437, 113 Main Street, Richfield Springs, New York 13439
- Lifeline Systems Company, Inc., 111 Lawrence Street, Farmingham, Massachusetts, 01702
- Self-Direct Inc. a/k/a Response4help a division of Self-Direct Inc., 4552 Knolltop Terrace, Syracuse, New York 13215

The term of these agreements runs from June 1, 2013 through May 31, 2014. New York State Department of Health establishes the agency rates. The cost of these four providers in 2012 was $48,389 with a local share of 10 % or $ 4,838.90.

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 3/28/13

3/22/13
XXXXX

Oneida Co. Department Social Services

Competing Proposal_____
Only Respondent_____
Sole Source RFP_____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Four (4) Various Personal Emergency Response Service (PERS)

- GTL, Inc. d/b/a Link to life, 297 North Street, Pittsfield, Massachusetts 01201
- Health Care Monitoring Systems Inc., PO Box 1437, 113 Main Street, Richfield Springs, New York 13439
- Lifeline Systems Company, Inc., 111 Lawrence Street, Farmingham, Massachusetts, 01702
- Self-Direct Inc. a/k/a Response4help a division of Self-Direct Inc., 4552 Knolltop Terrace, Syracuse, New York 13215

Title of Activity or Services: Provides Personal Emergency Response Service.

Proposed Dates of Operations: June 1, 2013 through May 31, 2014

Client Population/Number to be Served: Eligible Medicaid Recipients

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

To provide Personal Emergency Response Systems for those eligible Medicaid clients who are at home but yet require monitoring for health and safety issues.

2). Program/Service Objectives and Outcomes

To reduce number of hours required of a personal service aide for health and safety monitoring. Services must be approved by Office of Continuing Care in conjunction with the client's personal physician. PERS increases the Medicaid client's self-sufficiency and independence.

3). Program Design and Staffing Level -

Total Funding Requested: New York State Approved Rates.

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

Mandated or Non-mandated: Mandated

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

Federal	62 %	- $ 30,001.18
State	28 %	- $ 13,548.92
County	10 %	- $ 4,838.90

Cost Per Client Served: New York State Approved Rates

Past performance Served: Personal Emergency Response Service (PERS) is paid directly by New York State through eMedNY, the cost of this service to the Department is included in the Counties Medicaid Cap. The total cost to the state for these four providers in 2012 was $48,389.00 with a cost to the Department equaling approximately $ 4,838.90.

O.C. Department Staff Comments: The Department is satisfied with all of the provider's performance. The Department contracts with four different providers for PERS services to ensure availability of services.

XXXXX

Appendix B

AGREEMENT

BETWEEN A SOCIAL SERVICES DISTRI CT
AND A PROVIDER OF PERSONAL EMERGENCY
RESPONSE SERVICES (PURSUANT TO TITLE
11 OF ARTICLE 5 OF THE SOCIAL SERVICES LAW AND
TITLE XIX OF THE SOCIAL SECURITY ACT.)

FOR TITLE XIX SERVICES ONLY

This Agreement by and between the Oneida County through its Department of Social Services, 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 Provider having principal offices at _____ (hereinafter called Contractor).

WHEREAS, the Social Services District, pursuant to Section 367-g of the Social Services Law ("SSL") and the New York State Department of Social Services' ("Department") Regulations at Section 505.33 of Title 18 NYCRR, may authorize personal emergency response services ("PERS") to be provided to Medical Assistance ("MA") recipients whom the Social Services District has determined eligible to receive these services; and

WHEREAS, the Social Services District is authorized, pursuant to Section 365.1(d) of the SSL and subdivision (d) of Section 505.33 of Title 18 NYCRR, to enter into written agreements for the provision of PERS for which reimbursement is available pursuant to Title XIX of the Federal Social Security Act ("SSA"), Section 367-g of the SSL, and Section 505.33 of Title 18 NYCRR; and

WHEREAS, the Provider represents that it will provide PERS as authorized by the Social Services District pursuant to Title XIX of the SSA, Section 367-g of the SSL, and Section 505.33 of Title 18 NYCRR; and

WHEREAS, the Social Services District and the Provider have determined to enter into this written Agreement pursuant to which the Provider will provide PERS to MA recipients whom the Social Services District has determined eligible to receive these services;

THEREFORE, the Social Services District and the Provider agree as follows:

1. Social Services District's Authorization of PERS:

The Social Services District is responsible for determining whether MA recipients are eligible to receive PERS, as defined in subdivision (a) of Section 505.33 of Title 18 NYCRR, and for authorizing and re-authorizing PERS for MA recipients whom it determines eligible to receive PERS. The Social Services District's eligibility determinations, authorizations, and reauthorizations for PERS will be in accordance with subdivision (c) of Section 505.33 of Title 18 NYCRR and such directives to social services districts as the Department may issue.

2. Provider's Provision of PERS:

The Provider agrees to provide PERS to MA recipients whom the Social Services District has determined eligible to receive PERS and has authorized or re-authorized to receive PERS. The Provider agrees that its provision of PERS will be in accordance with subdivisions (a) and (f) of Section 505.33 of Title 18 NYCRR and such directives to PERS providers as the State may issue.

3. Standards for PERS Equipment:

The Provider agrees to assure that all PERS equipment complies with the PERS equipment standards set forth in subdivision (g) of Section 505.33 of Title 18 NYCRR and such directives to PERS providers as the State may issue.

4. Training of Monitoring Agency Staff:

The Provider agrees to assure that staff of the monitoring agency, as defined in subdivision (a) of Section 505.33 of Title 18 NYCRR, are fully trained regarding their responsibilities when the monitoring agency receives signals for help from MA recipients' PERS equipment.

5. Payment for PERS:

The Social Services District agrees to authorize payment to the Provider for PERS that are provided to MA recipients whom the Social Services District has determined eligible for PERS and has authorized or re-authorized to receive PERS and that are provided in accordance with the Social Services District's authorization or reauthorization, Section 505.33 of Title 18 NYCRR, and such directives as the State may issue. The Social Services District agrees to authorize payment to the Provider at the rates set forth in Appendix B of this Agreement, provided that such rates have been established pursuant to subdivision (h) of Section 505.33 of Title 18 NYCRR. The rates set forth in Appendix B of this Agreement are the total payment to the Provider, and no additional payment to the Provider will be made by the State, the Social Services District, or the PERS recipient. The Social Services District will authorize that payment to the Provider terminate on the day that the District sends a written notification to the Provider that it must remove the PERS equipment from the former PERS recipient's home.

6. Social Services District's Monitoring:

The Provider agrees that its provision of PERS is subject to the monitoring of the Social Services District in accordance with subdivision (e) of Section 505.33 of Title 18 NYCRR and such directives as the Department may issue.

7. Quality of Services:

This Agreement does not diminish the Provider's responsibility for maintaining the quality of PERS the Provider provides. The Provider agrees to remain responsible for the following:

A. ensuring that PERS provided pursuant to this Agreement complies with all pertinent provisions of Federal and State Law and regulations; and

B. ensuring the quality of PERS provided by the Provider or any entity with which the Provider has a subcontract.

8. Non-Exclusive Agreement:

The Social Services District is not obligated to use the Provider's services. The Social Services District or the State may, in its discretion and upon written notice to the Provider, terminate the Provider's responsibility to provide PERS to any one or more MA recipients. Such termination of the Provider's responsibility to provide PERS to any one or more MA recipients does not render this Agreement void or voidable.

9. Provider as Independent Contractor:

The Provider agrees that the Provider is an independent contractor and not an employee, officer, or agent of the Social Services District or the State. The Provider agrees that the Provider and the Provider's employees, officers, and agents will conduct themselves in accordance with this status and neither hold themselves out as, or claim to be, employees, officers, or agents of the Social Services District or the State. The Provider also agrees that neither the Provider nor the Provider's employees, officers, or agents will make any claim for any right or privilege applicable to a Social Services District or State employee, officer, or agent including, but not limited to, Workers' Compensation or retirement benefits.

10. Liability and Other Insurance:

The Provider agrees that, prior to providing PERS under this Agreement, it will obtain liability or other insurance in sufficient amounts, to protect the Social Services District and the State and their officers, employees, and agents from any liability relating to the provision of PERS that may arise as a result of any acts, omissions, or negligence by the Provider or by the Provider's officers, employees, or agents. Such insurance coverage may be an endorsement to an existing policy of the

Provider. The Provider agrees to maintain such coverage while this Agreement is in effect. The Provider also agrees that, regardless of the form or manner of the Provider's insurance coverage and prior to providing PERS under this Agreement, the Provider will request its insurer to provider the Social Services District with a written acknowledgment of the Provider's insurance coverage, the terms of the Provider's insurance coverage, and a commitment that the insurer or the Provider will notify the Social Services District at least ten calendar days before the effective date of any change in, or cancellation of , the Provider's insurance coverage. The Provider agrees to maintain all insurance requirements in Appendix B-4.

11. Indemnification:

The Provider agrees to defend, indemnify and hold harmless the Social Services District and the State and their employees, officers, and agents against any liability resulting from the Provider's performance or failure to perform in accordance with the terms of this Agreement.

12. Provider's Record keeping Responsibilities:

A. The Provider agrees to complete all required employer payroll records and deduct all tax, insurance, and other required payments including, but not limited to, worker' compensation; disability insurance; Social Security taxes; Federal and State unemployment insurance benefits; Federal, State and Local income tax withholding; and any other legal or customary requirements.

B. The Provider agrees to maintain records and accounting procedures that properly reflect all direct and indirect costs expended in the performance of this Agreement. The Provider also agrees to collect and maintain all fiscal and program statistical records required by the Social Services District or the State on forms the Social Services District supplies and the State has approved.

C. At all times during the term of this Agreement and for a period of six years after final payment, the Provider agrees to provide all authorized representatives of the Social Services District, and the State and Federal governments with full access to all records relating to the Provider's performance under, and funds payable pursuant to, this Agreement for the purpose of examination, audit and copying of such records.

D. The Provider agrees to comply with all applicable Federal and State requirements governing the confidentiality of information on MA recipients, including, but not limited to, Section 369 of the SSL, Section 1902(a)(7) of the SSA, and regulations promulgated under such provisions.

E. The Provider agrees to maintain all records and other documents required by this Section 12 of this Agreement or otherwise relevant to this Agreement for six years after final payment.

13. Notice of Provider's Subcontracts and Other Agreements:

The Provider agrees to notify the Social Services District or the State of any affiliated entities with which it has direct or indirect agreements, subcontracts for services, or any other arrangement under which the amounts the Provider receives as payment for PERS are shared among, or transferred between, the Provider and any other entity or entities. If the Provider directly or indirectly disburses any amount to any entity receiving payment form any governmental agency, it agrees to notify the Social Services District or the State of the nature, type amount, and date of any such disbursement.

14. Employment Practices:

The Provider agrees to comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relating to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin; the implementing regulations prescribed by the Secretary of Labor at 41 Code of Federal Regulations, Part 60; and the Federal regulations contained in 45 Code of Federal Regulations Part 84, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance."

15. Fair Hearings:

The Social Services District will provide notices to PERS recipients or applicants of their right to state fair hearings as required by Federal and State law and regulations. The Provider, upon request of the State or the Social Services District, agrees to participate in State fair hearings when necessary for the determination of issues. The Provider also agrees to participate, as requested by the Social Services District or the State, in any endeavors incident to the provision of PERS including, but not limited to, testimony for fair hearings; reports, surveys, studies, or audits; court or judicial proceedings; and any other matters relating to the Provider's provision of PERS.

16. Termination of this Agreement by the Social Services District:

A. The Social Services District may terminate this Agreement under the following circumstances:

(i) The State notifies the Social Services District the Federal or State reimbursement is no longer available for PERS;

(ii) The Provider fails to perform its obligations pursuant to this Agreement, including any local variations that are set forth in any Appendix B-3 of this Agreement, or the Provider violates any of the material terms of this Agreement;

(iii) The Department has sanctioned the Provider for conduct that constitutes an unacceptable practice under the MA program;

(iv) The Social Services District has determined that each of the MA recipients to whom the Provider furnished PERS is no longer eligible for MA or PERS;

(v) The Social Services District has determined that an emergency exists which could jeopardize the health, safety, or welfare of MA recipients to whom the Provider furnishes PERS;

(vi) The Provider has become insolvent, provided that such insolvency does not result from nonpayment or late payment to the Provider of funds due pursuant to this Agreement;

(vii) A voluntary or involuntary proceeding under the Bankruptcy Act is commenced by or against the Provider, provided that the cause for the commencement of such proceeding was not the nonpayment or late payment to the Provider of funds due pursuant to this Agreement; or

(viii) The Social Services District and the Provider have agreed that the Social Services District may terminate this Agreement under other circumstances set forth in any Appendix B-3 of this Agreement, and such other circumstances have occurred.

B. Except in an emergency, the Social Services District agrees to give the Provider 30 calendar days written notice of its intention to terminate this Agreement. The written notice must contain the reasons for the Social Services District's termination of this Agreement and the effective date of this Agreement's termination.

17. Termination of this Agreement by the Provider:

A. The Provider may terminate this Agreement under the following circumstances:

(i) The Department revises the requirements for the Provider's provision of PERS and the Provider reasonably finds these requirements unacceptable;

(ii) The Department has reduced the rates paid to the Provider, as set forth in Appendix B-2 of this Agreement, and the Provider reasonably finds such reduced rates to be unacceptable; or

(iii) The Social Services District and the Provider have agreed that the Provider may terminate this Agreement under other circumstances set forth in any Appendix B-3 of this Agreement, and such other circumstances have occurred.

B. The Provider agrees to give the Social Services District 30 calendar days written notice of its intention to terminate this Agreement. The written notice must contain the reasons for the Provider's termination of this Agreement and the effective date of this Agreement's termination.

18. Agreement Close-out Procedures:

The Provider agrees to comply with all Social Services District and State closeout procedures when this Agreement terminates or expires. These closeout procedures include, but are not necessarily limited to, the following:

A. Within five business days after this Agreement terminates or expires, the Provider agrees to transfer to the Social Services District, or the Social Services District's designee, a copy of the Provider's records pertaining to all MA recipients to whom the provider previously furnished, or is currently furnishing, PERS pursuant to this Agreement.

B. Within thirty calendar days after this Agreement terminates or expires, the Provider agrees to notify the Social Services District in writing of all obligations relating to this Agreement that the Provider necessarily incurred before this Agreement terminated or expired and that came due after this Agreement terminated or expired. The Social Services District agrees to authorize payment to the Provider in accordance with this Agreement for such obligations. The Social Services District will not authorize payment to the Provider for any obligations that the Provider incurs or pays after this Agreement terminates or expires.

C. Within thirty calendar days after this Agreement terminates or expires, the Provider agrees to account for, and refund to, the Social Services District any overpayments or excess funds paid to the Provider pursuant to this Agreement.

D. Within ninety calendar days after this Agreement terminates or expires, the Provider agrees to submit to the Social Services District a final report, completed by a certified public accountant, of the Provider's receipt and expenditure of funds pursuant to this Agreement.

19. Agreement to Renegotiate:

The Social Services District and the Provider agree to renegotiate this Agreement if the Federal or State government revises the requirements for PERS and these revisions would affect the continued availability of PERS reimbursement or payment.

20. Amendments:

The Social Services District and the Provider agree to amend this Agreement when they determine amendments are necessary, No such amendment will be effective until fully approved and executed. All amendments must be in writing, signed by authorized representatives of the Social Services District and the Provider, and attached to this Agreement.

21. Local Variations:

Local variations, if any, are set forth in an Appendix B-3, B-4 and addendum attached to, and made a part of, this Agreement. If any local variations conflict with the main body of this Agreement, the main body of this Agreement controls unless the Social Services District and the Provider have specified otherwise in a separate agreement and that is attached to this Agreement.

22. Entire Agreement:

This Agreement, including all appendices and any documents incorporated by reference, contains all the terms and conditions agreed upon by the Social Services District and the Provider. All appendices and items incorporated by reference are to be attached to this Agreement. No other precedent or contemporaneous agreement, oral or written, regarding the subject matter of this Agreement, is deemed to vary any of the terms and conditions contained in this Agreement of bind either the Social Services District or the Provider.

23. Effective Dates:

This Agreement is effective on June 1, 2013 and unless otherwise terminated pursuant to this Agreement, will expire on May 31, 2014, However, if the term of this Agreement continues beyond one year from this Agreement's effective date, the Social Services District or the Department may void this Agreement at any time after one year. Neither the Social Services District nor the Provider is obligated to renew or extend this Agreement.

24. Signatures:

In Witness Whereof, the parties have signed this Agreement on the dates indicated beneath their respective signatures.

Date: _____

Oneida CountyExecutive:_____

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: _____

Authorized Signature: _____

Print Authorized Name:_____

Title: _____

MMIS ID #_____

Appendix B-1 to the Model Contract

A new Section 505.33 is added to Title 18 to read as follows: 505.33 Personal emergency response services (PERS).

(a) Definitions.

(1) Personal emergency response services mean:
  (i) the provision and maintenance of electronic communication equipment in the home of an individual which signals a monitoring agency for help when activated by the individual, or after a period of time if a timer mechanism has not been reset; and
  (ii) the continuous monitoring of such signals by a trained operator and, in case or receipt of such signals, the immediate notification of such emergency response organizations or persons, if necessary, as the individual has previously specified.

(2) Electronic communication equipment (PERS equipment) means equipment that electronically signals a monitoring agency for help via telephone lines. PERS equipment includes the following:
  (i) an emergency response activator, which is a small electronic device that the PERS recipient presses or otherwise activates to send a signal for help to the monitoring agency; and
  (ii) and emergency response communicator, which is an electronic unit connected to a PERS recipient's telephone line. The emergency response communicator accepts a signal for help from the emergency response activator and also has its own device to generate a signal for help. It sends the signal via telephone lines to the monitoring agency.

(3) Monitoring agency means an agency that is capable of receiving signals for help from a recipient's PERS equipment 24 hours per day, seven days per week; determining whether an emergency exists; and notifying an emergency response organization or an emergency responder that the PERS recipient needs emergency help.

(4) Emergency response organization means a police department, a fire department, an ambulance service, a hospital, or other entity the PERS recipient has designated to respond to specific signals for help when notified by the monitoring agency or an emergency responder.

(5) Emergency responder means a PERS recipient's neighbor, family member, or other person who has agreed, at the recipient's request, to respond to specific signals for help when notified by the monitoring agency.

(6) PERS provider means a certified home health agency, a long term home health care program, an area agency on aging, a police department, a fire department, an ambulance service, a hospital, or any other entity that is capable of providing PERS either directly or through subcontracts. A PERS provider may also be a monitoring agency.

(b) Social Services Districts' PERS plans.

(1) Each Social Services District must submit a PERS plan to the department on a form the department requires and must not authorize PERS until the department has approved the district's PERS plan. Each social services district must submit any changes to its approved PERS plan to the department on a form the department requires. The district may include such changes to its approved PERS plan as part of the District's annual plan for the provision of personal care services, as required by section 505.14 (j) of this Part.

(2) A Social Services District's PERS plan must be in a form acceptable to the department and must include descriptions of the following:

(i) the process the social services district will use to authorize PERS;
(ii) the PERS equipment that the social services district will require to be used, including whether the equipment will have a voice-to-voice capability;
(iii) the process by which the social services district will select the PERS providers with which it will contract;
(iv) the coordination among the social services district, the PERS providers with which it will contract, and any entities with which the PERS providers will subcontract; and
(v) the projected cost savings that PERS will achieve.

(3) The department will notify a social services district of its approval or disapproval of the district's PERS plan within 45 business days after it receives the plan. If the department disapproves a social services district's PERS plan, the district must submit a revised plan to the department within 30 business days after the day the district receives the department's disapproval notice.

(c) PERS assessments, authorizations, and reauthorizations.

(1) As part of its assessment for an authorization of personal care services or home health services, a social services district may also assess whether PERS would be appropriate for a person.

(2) An initial authorization for PERS must be based on a physician's order and a comprehensive assessment of the person.

(i) the comprehensive assessment must be performed by social services district staff, or by staff of the district's designee, on forms that the department approves to be used.

(ii) The comprehensive assessment must evaluate the following factors: the person's physical disability status, the degree to which the person is at risk of an emergency due to a medical or functional impairment or disability, and the degree of the person's social isolation.

(iii) A social services district may authorize PERS only when the comprehensive assessment indicates that PERS would be appropriate for the person because:

(a) the person has a medical condition, disability, or impairment that warrants use of PERS;

(b) PERS would reduce or eliminate the number of hours of personal care services or home health services that the person would need;

(c) The person's safety in the home must be monitored;

(d) The person has insufficient informal caretakers, such as family members and friends, directly and continuously available to monitor his or her health and safety;

(e) The person is alert and self-directing, which means that he or she is capable of making choices about activities of daily living, understanding the impact of the choices, and assuming responsibility for the results of the choices;

(f) The person can communicate in basic English or, if the person is unable to communicate in basic English, the person's emergency responder of responders can communicate in basic English;

(g) The person would be able to use the PERS equipment effectively; and

(h) The person has a functioning telephone that is compatible with the PERS equipment or will have such a telephone when the PERS equipment is installed.

(3) If a social services district authorizes PERS, the PERS authorization and plan of care may be incorporated in the authorization and plan of care for personal care services or home health services.

(4) The duration of an initial PERS authorization must be based upon the person's needs, as reflected in the comprehensive assessment. No initial authorization may exceed six months.

(5) When a PERS recipient's physical circumstances, mental status, or medical condition significantly change during the authorization period, social services district staff, or staff of the district's designee, perform a new comprehensive assessment and make any necessary changes in the authorization.

(6) A social services district must not authorize PERS if the person is eligible for the long term home health care program (LTHHCP), can obtain PERS through the LTHHCP, and wishes to obtain PERS through the LTHHCP.

(7) A reauthorization of PERS must follow the procedures set forth in paragraphs (2) through (6) of the subdivision, except that the recipient's physician, the social services district's local professional director, or a physician at the area office of Health Systems Management must review the comprehensive assessment and be responsible for the final determination to reauthorize PERS. No single reauthorization may exceed six months.

(8) A social services district must notify the person in writing of its decision to authorize, deny, reauthorize, or discontinue PERS on forms required by the department. The notice must meet the notice requirements set forth in Part 358 of this Title. The person will be entitled to a fair hearing in accordance with the requirements of Part 358 of this Title. A PERS recipient for whom the social services district proposes to discontinue PERS will be entitled to aid continuing in accordance with the requirements of Part 358 of this Title.

(d) Contracting for PERS.

(1) A social services district must have contracts with a sufficient number of PERS providers to provide PERS to all persons for whom the district has authorized PERS.

(2) Before contracting with any PERS provider, a social services district must determine that the provider is qualified to provide PERS either directly or through subcontracts and can meet this section's requirements and any local requirements contained in the district's approved PERS plan described in subdivision (b) of this section.

(3) A social services district's contracts with PERS providers must be on a form that the department has approved to be used. A district may attach local variations to the form. A district must not implement any contract for PERS or any local variations until the department has approved the contract and any local variations.

(4) A PERS provider must maintain appropriate insurance coverage to protect the social services district from liability claims resulting from acts, omissions, or negligence of provider personnel that cause personal injuries to PERS recipients or such personnel.

(e) Responsibilities of social services districts.

(1) A social services district must ensure that the PERS recipient designates an emergency response organization; one emergency responder or, if possible, two such responders, a representative, who may be the same person as an emergency responder, and a preferred hospital. The district

must also ensure that the PERS recipient, or his or her representative, signs a written authorization for emergency response organization personnel and an emergency responder to enter the recipient's home and provide emergency treatment and transportation.

(2) On the day that a social services district authorizes PERS, it must perform the following activities:

(i) telephone the PERS provider and inform the provider:
(a) of the name, telephone number, and address of the person for whom the social services district has authorized PERS;
(b) that the provider must telephone the person or the person's representative that same day to arrange a mutually convenient time for the provider to install the PERS equipment into the person's functioning telephone line; and
(c) that the provider must install the PERS equipment within seven business days after the day the provider receives a written PERS authorization from the social services district and that, if the provider cannot install the equipment within this seven-day period, it must immediately notify the district.

(ii) send the PERS provider a written PERS authorization; and

(iii) send the PERS provider the information regarding the person that is described in clauses (f) (3) (i) (a) through (g) of this section.

(3) If a PERS recipient's physical circumstances, medical condition, or mental status change during the authorization period, the social services district must send to the PERS provider the information regarding these changes so that the provider may update the recipient's data record, as described in subparagraph (f)(3)(i) of this section.

(4) (i) Subject to the notice, aid continuing, and fair hearing requirements set forth in subdivision (c)(8) of this section and Part 358 of this Title, a social services district must discontinue PERS when the recipient is continuously hospitalized for more than 60 days or when his or her physical circumstances, mental status, or medical condition has changed significantly so that PERS are no longer appropriate for the person. Whenever a social services district discontinues PERS because PERS are no longer appropriate for the recipient, the district must ensure that personal care services, if appropriate, are provided to the recipient.

(ii) On the day that the social services district discontinues PERS, it must perform the following activities:

(a) Telephone the PERS provider and inform the provider that it must telephone the recipient or the recipient's representative that same day to arrange a mutually convenient time for the

PERS equipment's removal, and that the provider must remove the PERS equipment within seven business days after the day the provider receives the district's written notification to remove the equipment; and

(b) Send the PERS provider a written notification to remove the PERS equipment.

(5) A Social Services District must monitor a PERS provider's compliance with this section's requirements. The district must monitor the timeliness of the provider's installation, maintenance, and removal of PERS equipment; the timeliness and efficiency of the monitoring agency's responses to signals for help from recipients' PERS equipment; the timeliness of the provider's reports of emergencies; the reliability of PERS equipment; and all complaints by PERS recipients regarding the PERS provider or the PERS equipment.

(f) Responsibilities of PERS providers.

(1) A PERS provider must properly install all PERS equipment into a PERS recipient's functioning telephone line and must furnish all supplies necessary for installing this equipment.

(i) On the day that the PERS provider receives the district's telephoned PERS authorization, it must telephone the recipient or the recipient's representative to arrange a mutually convenient time for the provider to install the PERS equipment into the recipient's functioning telephone line. The PERS provider must install the PERS equipment within seven business day's form the day it receives the district's written PERS authorization. If the provider is unable to install the PERS equipment within this period, it must notify the district immediately.

(ii) On the day that the PERS provider installs the PERS equipment, it must perform the following activities:

(a) Telephone the social services district and notify it that the equipment has been installed;
(b) Instruct the PERS recipient regarding the use of the PERS equipment and give the PERS recipient simple written instructions that describe these procedures;
(c) Inform the PERS recipient that he or she should immediately notify the provider or the social services district if the equipment malfunctions; and

(d) Inform the PERS recipient that he or she may call the monitoring agency when he or she wants to test the PERS equipment or when he or she has questions regarding the PERS equipment.

(iii) At the PERS recipient's or the social services district's request, the PERS provider must give follow-up instructions to the recipient regarding his or her use of the PERS equipment.

(iv) Within seven business days after the day the PERS equipment is installed, the PERS provider must forward to the social services district, by mail or facsimile machine, a written confirmation that the equipment has been installed and that the PERS recipient has been instructed how to use the equipment. The confirmation must be signed by a representative of the provider and by the PERS recipient or the recipient's representative.

(2) A PERS provider must maintain all installed PERS equipment in proper working order.

(i) The PERS provider must monitor all installed PERS equipment to insure that the equipment operates properly at all times. The provider's monitoring of the PERS equipment should be automated and result in the least possible inconvenience to the PERS recipient.

(ii) The PERS provider must replace PERS equipment batteries when necessary, at no additional cost to the social services district, the department, or the recipient.

(iii) Within 24 hours after the PERS provider is notified that any PERS equipment has malfunctioned, the provider must repair or replace the equipment at no additional cost to the social services district, the department, or the recipient. The PERS provider may be notified that the PERS equipment has malfunctioned by the social services district, the PERS recipient, the PERS recipient's representative, or another responsible party. When any PERS equipment is repaired or replaced, the PERS provider must notify the social services district by telephone within 24 hours.

(3) A PERS provider must maintain the following records at no additional cost to the social services district or the department:

(i) A data record for each PERS recipient. The provider must update this record at least every six months by contacting the social services district. The provider must also update the

recipient's data record whenever the social services district notifies the provider that changes should be made to the PERS recipient's data record. Each PERS recipient's data record must contain the following information, which the social services district will send to the provider on the day it authorizes PERS and whenever the social services district is informed that such information has changed:

(a) the PERS recipient's name, telephone number, and address, including his or her apartment number and floor, if applicable;
(b) the PERS recipient's personal medical history, including his or her age, sex, medical condition, diagnosis, and other relevant medical history;
(c) the name, telephone number, and address of the person or persons whom the PERS recipient has designated as the emergency responder or responders;
(d) the name, telephone number, and address of the person whom the PERS recipient has designated as his or her representative, if different from an emergency responder;
(e) the name, telephone number, and address of the police department, fire department, ambulance service, hospital, or other entity that the PERS recipient has designated as an emergency response organization;
(f) the PERS recipient's written authorization for the emergency response organization and an emergency responder to enter his or her home and provide emergency treatment and transportation; and
(g) the name, telephone number, and address of the PERS recipient's physician and the recipient's preferred hospital.

(ii) a record of the PERS provider's instructions to the PERS recipient regarding his or her use of the PERS equipment;
(iii) a record of the PERS Equipment's installation and removal;
(iv) a record of the maintenance of PERS equipment and any repairs or replacements of malfunctioning equipment the were necessary;
(v) a record of the monitoring agency's 24-hour monitoring of PERS recipients;
(vi) a record of each signal for help from a recipient's PERS equipment that the monitoring agency receives and the monitoring agency's response to the signal; and

(vii) a record of PERS recipients whom the monitoring agency monitors each month.

(4)(i) The PERS provider must ensure that the monitoring agency performs the following activities when the monitoring agency receives a signal for help from a recipient's PERS equipment:

(a) if the PERS recipient's equipment has voice-to-voice capability, establish immediate verbal contact with the PERS recipient via the incoming signal to determine whether an emergency exists at the PERS recipient's home;
(b) retrieve the PERS recipient's data record;
(c) if unable to establish immediate verbal contact with a PERS recipient whose equipment has voice-to-voice capability, or if the PERS recipient's equipment lacks such capability, immediately notify an emergency responder that the PERS recipient has signaled for help;
(d) if unable to notify an emergency responder, immediately notify and emergency response organization that the PERS recipient has signaled for help;
(e) maintain appropriate contact with the PERS recipient, the emergency responder, or the emergency response organization; and
(f) monitor the provision of emergency services to verify that these services have been provided and that the emergency at the PERS recipient's home has been resolved.

(ii) The PERS provider must telephone the social services district on the first business day after the emergency occurred and inform it of the nature of the emergency and how it was resolved. The provider must forward to the social services district, by mail or facsimile machine, a written report of the emergency within seven business days after the day the emergency occurred. This report must contain at least the information described in paragraphs (3)(v) and (vi) of this subdivision.

(5) The PERS provider must ensure that the monitoring agency can continuously monitor and respond to signals for help from recipient's PERS equipment during power failures, mechanical malfunctions, or other technical emergencies. The provider must ensure that the monitoring agency has the monitoring capabilities specified in subdivision (g)(2) of this section.

(6) A PERS provider must remove PERS equipment from a recipient's home when notified to do so by the social services district. The provider must not remove PERS equipment unless the district has notified it that the equipment must be removed.

(i) On the day the social services district telephones the PERS provider and notifies it that PERS equipment must be removed, the provider must telephone the recipient or the recipient's representative to arrange a mutually convenient time for the equipment's removal.

(ii) The PERS provider must remove PERS equipment within seven business days after the day the provider receives the social services district's written notification that PERS equipment must be removed.

(iii) On the day the PERS equipment is removed, the PERS provider must notify the social services district by telephone of the equipment's removal.

(iv) Within seven business days after the day the PERS equipment is removed, the PERS provider must forward to the social services district, by mail or facsimile machine, a written confirmation that the equipment has been removed. The confirmation must be signed by a representative of the provider and by the former PERS recipient or his or her representative.

(g) Standards for PERS equipment and monitoring agencies.

(1) All PERS equipment must be approved by the Federal Communications Commission and meet the Underwriters' Laboratories, Inc. (UL) safety standard Number 1637, which is the UL safety standard for home health care signaling equipment. (Standard for Home Health Care Signaling Equipment, UL 1637, First Edition, May 30, 1989, effective January 2, 1991; published by Underwriters Laboratories, Inc., 333 Pfingsten Road, Northbrook, Illinois, 60062. Copies are available for public use and inspection at the Department of State, 162 Washington Avenue, Albany, New York, 12231.) The UL listing mark on the equipment will be accepted as evidence of the equipment's compliance with such standard.

(i) The emergency response activator must be activated either by breath, by touch, or by some other means and must be usable by persons who are visually or hearing impaired or physically disabled.

(ii) The emergency response communicator must be attached to the PERS recipient's telephone line and must not interfere with normal telephone use. The emergency response communicator must be capable of operating without external power during a power failure at the recipient's home in

accordance with UL requirements for home health care signaling equipment with stand-by capability.

(2) The monitoring agency must be capable of simultaneously responding to multiple signals for help from recipients' PERS equipment. The monitoring agency's equipment must include the following:

(i) a primary receiver and a back-up receiver, which must be independent and interchangeable;
(ii) a back-up information retrieval system;
(iii) a clock printer, which must print out the time and date of the emergency signal, the PERS recipient's identification code, and the emergency code that indicates whether the signal is active, passive, or a responder test;
(iv) a back-up power supply;
(v) a separate telephone service; and
(vi) a telephone line monitor, which must give visual and audible signals when an incoming telephone line is disconnected for more than 10 seconds.

(3) The monitoring agency must maintain detailed technical and operations manuals that describe PERS elements, including the installation, functioning, and testing of PERS equipment; emergency response protocols; and record keeping and reporting procedures.

(h) Payment for PERS.

(1) A social services district must negotiate payment rates for PERS at or below rates included in a rate schedule established by the department with the approval of the Director of the Budget. A social services district must not negotiate PERS payment rates that exceed local prevailing PERS rates.
(2) PERS rates must include payment for the rental or lease of PERS equipment; the installation, maintenance, and removal of PERS equipment; and a monthly service charge for monitoring agency services.
(3) The social services district must submit all negotiated PERS rates to the department for approval.
(4) Payments for PERS will be made only when the PERS provider's claim is supported by documentation required by section 540.7(a)(8) of this Title.
(5) Payments for PERS must end the day the social services district sends the PERS provider written notification that PERS equipment must be removed from the recipient's home.

Appendix B-2 of the Model Contract

PERSONAL EMERGENCY RESPONSE SERVICES
RATES

The rates listed below will be paid for PERS for the period covered in this contract.

County: Oneida

Provider Name: _____

Provider Address: _____

_____

Provider MMIS number: _____

RATE CODE	DESCRIPTION	AMOUNT
2513	PERS Installation Charge	_____
2514	PERS Monthly Service Charge	_____

(for SDSS use only)

Effective Date: _____ Locator Code: _____

Rate Code Type: _____ County Code: _____

DMA Approval: _____ Date: _____

OBM Approval: _____ Date: _____

Contract Approval: _____ Date: _____

To MMIS Date: _____

APPENDIX B-3

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

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.

II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.

III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:

(a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

(b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.

(c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.

(d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—

(a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or

(b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

(a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) No contractor, subcontractor, nor any person on his behalf

shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.

(c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

(d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

(a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).

(c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment

opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party

thereto certifies as to its own organization, under penalty 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, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

**Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B-4
STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

Personnel

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

b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.

c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
   a. By certified or registered United States mail, return receipt requested;
   b. By Facsimile transmission;
   c. By personal delivery;
   d. By expedited delivery service; or
   e. By e-mail

   Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

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

c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this

Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.

b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.

c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.

b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event

that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.

e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;

- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.

- Opinions prepared by consultant law firms construing the statues of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224

- The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.

f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts,

for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.

i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions

j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the

Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.

l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
   a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
   b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
   c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
   d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
   e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

   Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

n. By signing this contract, the Contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by the Department that the contractor is a non-responsible vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:
   - The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
   - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.

- The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
- The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a

p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers
Compensation Board website at:
http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.

b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information

concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

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

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

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

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

d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

a. The results of any activity supported under this AGREEMENT may not be

published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.

b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.

c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded

d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to me made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.

b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filling of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor

d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor

until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGEEMENT, the Department may terminate this AGREEMENT upon thirty (30 days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30 days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds

paid to the contractor, or it the Contractor has violated or is in non-compliance with any term of any other AGEEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to:

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under

this or another agreement that has not been refunded to the Department within the established timeframe;

- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses

occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars ($ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars ($ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

   The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars ($ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insured and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

   The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

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

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

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

The Contractor attests he has not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement

I, the undersigned, an employee of_____, (the
Name of Contract Agency
"Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness:_____
Created 4-24-12

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of June, 2013 , between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

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

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
   d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

1. The Contractor will or will continue to provide a drug-free workplace by:

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

   b. Establishing an on-going drug-free awareness program to inform employees about:

      1. The dangers of drug abuse in the workplace;

      2. The Contractor's policy of maintaining a drug-free workplace;

      3. Any available drug counseling, rehabilitation, and employee assistance program; and

      4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

   c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:

      1. Abide by the terms of the statement; and

      2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

   e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

   f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;

      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or

      2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such

purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

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

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPPA).

When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA," as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:
1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;

2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the County.

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

d. The Contractor agrees that this contract may be amended if any of the following events occurs:
   1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
   2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
   3. There is a material change in the business practices and procedures of the County.

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

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with

Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within

the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or

higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By:_____

Oneida County Executive

Approved as to Form only

_____

Oneida County Attorney

Contractor

By:_____

Name:

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner

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

March 22, 2013

RECEIVED
APR - 2 2013

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

EN 20 13-148
HEALTH & HUMAN SERVICES
WAYS & MEANS

Dear Mr. Picente:

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

Private Duty Nursing Services is a vital service to deter placement of eligible Medicaid Clients in Nursing Home Care. These services are cost effective because people are able to remain at home reducing the need for higher levels of care.

I am respectfully requesting that this sample contract for Private Duty Nursing Services be approved for all six (6) Agencies under one resolution, however if there are concerns with any individual provider, that provider or providers may be omitted and processed separately.

The following is a list of the six (6) Private Duty Nursing Providers:

- Cathie-Lee's Home Health Care, LLC, P.O. Box 526, Sylvan Beach, New York 13517
- Family Home Care, Inc., 519 N. Madison Street, Rome, New York 13440
- Homemakers of the Mohawk Valley Inc, dba Caregivers, 2465 Sheridan Drive, Tonawanda, New York 13413
- Interim Health Care of Syracuse, Inc., 3300 James Street, Syracuse, New York 13206
- Oxford Home Care Services, Inc., 131 oxford Road, New Hartford, New York 13413
- US Care Systems, Inc., 2614 Genesee Street, Utica, New York 13502

The term of these agreements runs from June 1, 2013 through May 31, 2014. The rates are approved by New York State. The cost of these seven providers in 2012 was $ 385,194.00 with a local share of 10 % or $ 38,519.40.

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 3/28/13

3/22/13
XXXXX

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Six (6) Various Private Duty Nursing Providers

- Cathie-Lee's Home Health Care, LLC, P.O. Box 526, Sylvan Beach, New York 13517
- Family Home Care, Inc., 519 N. Madison Street, Rome, New York 13440
- Homemakers of the Mohawk Valley, Inc, dba Caregivers, 2465 Sheridan Drive, Tonawanda, New York 13413
- Interim Health Care of Syracuse, Inc., 3300 James Street, Syracuse, New York 13206
- Oxford Home Care Services, Inc., 131 oxford Road, New Hartford, New York 13413
- US Care Systems, Inc., 2614 Genesee Street, Utica, New York 13502

Title of Activity or Services: Private Duty Nursing

Proposed Dates of Operations: June 1, 2013 through May 31, 2014

Client Population/Number to be Served: Physically or Mentally Disabled Medicaid Recipients.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

Private Duty Nursing Services prior approved by Oneida County Office for the Aging/Continuing Care.

2). Program/Service Objectives and Outcomes -

To provide Private Duty Nursing Services to eligible Medicaid recipients to enable them to remain at home or delay or prevent entrance to a higher level of care.

3). Program Design and Staffing Level -

Total Funding Requested: Rates are approved by New York State & vary according to levels of care

Mandated or Non-mandated: Mandated Service

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

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

Federal	62 % - $ 238,820.28
State	28 % - $ 107,854.32
County	10 % - $ 38,519.40

Cost Per Client Served: Rates are approved by New York State & vary according to levels of care:

Past performance Served: Private Duty Nursing Services is paid directly by New York State through eMedNY, the cost of this service to the Department is included in the Counties Medicaid Cap. The total cost to the state for these six providers in 2012 was $ 385,194.00 with a cost to the Department equaling approximately $ 38,519.40.

O.C. Department Staff Comments: The Department has contracts with a number of Health Care Agency's to ensure the availability of services when needed and is satisfied with the service of these providers.

APPENDIX I

AGREEMENT BETWEEN ONEIDA COUNTY, through its DEPARTMENT OF SOCIAL SERVICES, AND A CONTRACTING AGENCY FOR PRIVATE DUTY NURSING SERVICES(pursuant to Title II of Article 5 OF THE NEW YORK STATE SOCIAL SERVICES LAW AND TITLE XIX OF THE UNITED STATES SOCIAL SECURITY ACT.

FOR TITLE XIX SERVICES ONLY

AN AGREEMENT

BETWEEN: ONEIDA COUNTY, through its DEPARTMENT of SOCIAL SERVICES
(hereinafter "District" or "Department") (LOCAL DSS DISTRICT)

AND: PRIVATE DUTY NURSING PROVIDER .
(hereinafter "Provider" or "Contractor") (Private Duty Nursing Provider)

WHEREAS, local Social Services Districts or District are authorized pursuant to Section 365(a) (2) (d) of the New York Social Services Law and New York State department of Social Services Regulations 18NYCRR 505.8 and/or other Department regulations to provide Private Duty Nursing Services to persons eligible to receive paid services; and

WHEREAS, the District is desirous of obtaining Private Duty Nursing Services to be rendered to recipients of medical assistance for which reimbursement is available pursuant to Title XIX of the Federal Social Security Act and applicable State Law; and

WHEREAS, the Contractor(s) herein represent(s) that he, she it, or they 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,

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

1. The relationship of the Providers to the Department shall be that of independent contractor. The Provider, 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 be reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to Workman's Compensation coverage, or retirement membership or credits.

2. The Provider(s) agree (s) to provide Private Duty Nursing Services to recipients of medical assistance (Medicaid) as defined in Title II 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 orders (s) and/or prescriptions(s) of a physician in accordance with a plan of treatment subject to the conditions provided for in the regulations set forth in Title 18 of the New York code of Rules and Regulations, provided, however that such nursing services shall be limited to sterile dressing changes and to subcutaneous and/or intramuscular injections and all other related nursing tasks associated with the administration of sterile dressing changes and subcutaneous and/or intramuscular injections.

3. The Private Duty Nursing Services will be rendered as authorized by the District at the locations specified by the District during the term of this agreement, and should be provided for particular recipients only as long as authorized, pursuant to the District's direction as to frequency, type, and amount.

4. The District shall not be obligated to utilize the services of the Contractor(s), and the District or the New York State Department of Health shall in its discretion be authorized to terminate any agreement or request for services to be rendered to any or all recipient(s) upon notification to the Contractor(s), its agent(s) or employee(s); any documentation pertaining to such recipient shall be

transferred to the District. Cessation of services to a particular recipient shall not render this entire agreement void or voidable. In the event of termination the Provider shall promptly transfer any and all records pertaining to the contract to the local District or to any subsequent provider designated by the local District.

5. The Contract Term is as follows: From (date) June 1, 2013 - May 31, 2014 The option to renew this Agreement under all current terms and conditions for one additional year not to exceed May 31, 2015 is at the sole discretion of the District and Oneida County (hereinafter "County") and notice to the Contractor shall be provided prior to the end of the term of this Agreement.

6. The District shall reimburse the Contractor(s) at the rate(s) established annually by the State Department of Health and set forth within Appendix B, except that if the rates to be paid by the District are decreased at the unilateral direction by the State and/or Federal supervising authority and the Contractor is so notified, any services rendered by the Contractor(s), its agent(s) or employees shall be reimbursed at a decreased rate. The Contractor shall not be required, without its (their) consent, to provide services after notification of a decrease rate, but any services provided after notification of a decreased rate shall be deemed to have been rendered consent.
The decreased rate will be utilized unless a higher rate is specifically approved by the District and the supervising authority.

7. The Contractor(s) agree(s) that its employees or agents rendering Private Duty Nursing Services shall be subject to the supervision of the District and/or the New York State Department of Health and/or any nurse or agency(ies) designated by the District to provide supervision of the Private Duty Nursing Services being rendered to the authorized recipient medical assistance (Medicaid) in accordance with state-established policies and standards. It is understood and agreed that the District and/or the New York State Department of Health retains the right to maintain a continued case management for any recipients of medical assistance (Medicaid) and that all the activities of the Provider contract(s) shall be subject the monitoring of the local State Social Services Departments.

8. The Contractor(s) agree(s) that all employees rendering Private Duty Nursing Services or other services to medical assistance recipients must have current valid licenses and/or registrations.

9. The Contractor(s) will cooperate and participate as directed by the local district of the New York State Department of Health, in any endeavors regarding incidents related to the contract by the rendering of Private Duty Nursing Services herein including, but not limited to, testimony for fair hearings for recipient grievance hearings and notices thereof to recipients, reports, survey studies, audits, court or judicial proceedings, and any other matters procedures relating to the furnishing of Private Duty Nursing Services by the Contractor.

10. The Contractor(s)shall make all necessary and/or required employer payroll reports, deductions, tax, insurance or other payments, including, but not limited to, providing for workmen'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, the Contractors shall conduct their affairs in a manner such that the local District and/or the New York State Department of Health will not be held liable (and/or shall be held harmless) for any actions or omissions of the Contractor, its employees, agents, or other representatives.

11. The Contractor(s) shall obtain and maintain in full force and effect liability or other insurance, including but not limited to Professional Liability Insurance, that protects the local District, Oneida County, and the New York State Department of Health from any potential liability that may accrue as a result of any actions of the Provider (s). Such coverage may be an endorsement to an existing policy of the Contractor(s). Regardless of form or manner of coverage, the insurer shall be requested by the Contractor(s) to provide the local District with a written acknowledgement of coverage, the terms and conditions thereof, and commitment to notify the District at least ten (10) days before any cancellation, reduction or other change in coverage becomes effective (pursuant to usual insurance "hold harmless" or "loss payee" provisions). The Contractor minimum coverage shall be $ 1,000,000 Professional Liability per occurrence with $6,000,000 Aggregate. The Contractor agrees to have the Department and Oneida County each added to Professional Liability insurance policies as named additional insured, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and Oneida County as additional insured and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days. All additional insurance obligations are set forth in Appendix C.

12. The Contractor(s) agree(s) 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 District as well as by Federal personnel when Federal funds are being utilized in making payments to the provider. The provider 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 District and duly authorized by the State Department of Health.

13. The Provider agrees to maintain program and statistical records and to produce program narrative and statistical data at times as prescribed by and on forms furnished by the local District as duly authorized by the State Department of Health.

14. The Contractor 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 District shall have full access to and the right to examine any of said materials during said period.

15. The District and the Contractor(s) shall observe and require the observance of applicable

Federal and State requirements relating to confidentiality of records and information, and each agrees not to allow examination of records or disclose information, except examination of records by the District and/or the New York State Department of Health as may be necessary to assure that the purpose of the agreement will be effectuated, and also to otherwise comply with the District's requirements and obligations under law will be allowed.

16. The Contractor(s) agree(s) that it has notified or will notify, the District and/or the New York State Department of Health of any affiliated entities with which it has direct or indirect cooperative agreement contracts for services, or any other type of formal or informal arrangements whereby the costs/and/or the amounts received in reimbursements of 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 and entity receiving reimbursement from any government agency, the District and/or the New York State Department of Health shall so be notified. It is understood by the parties to this agreement that the purpose of this clause is the discovery of any plan to regulate the provision and cost of services in circumvention of the rate-setting and reimbursement procedures of New York State and/or other government agencies.

17. (a). The terms set forth in Appendix A appended hereto (revision of 1982), Appendix B, Appendix C and Addendum attached hereto shall be made a part hereof, and shall be incorporated herein.

(b). The contractor 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 requisition issued pursuant thereto as contained in 41 CFR Part 60 and/or any other Federal or State regulation or laws.

(c). Contractor agrees to observe and comply with the Federal regulation contained in 45 CFR 84 entitled "Non-discrimination on the Basis of Handicap: Programs and Activities Receiving or Benefiting from Federal Financial from Federal Financial Assistance.

18. The terms of reimbursement for medical assistance services (pursuant to Title XIX of the Federal Social Security Act) shall be effective only if said rates are approved by the New York State Budget Director. The terms of reimbursement shall be as follows:

Check Box A and/or Box B.

( ) A. (1) $_____per ( ) hour ( ) day (X) other_____ per recipient for which services is rendered and/or

(2) Other:

(X) B. As set forth in Appendix B

Unless otherwise stated, the amount of reimbursement set forth shall be the total gross amount of payment before any set-offs, and no additional reimbursement to the provider will be made for any

subsidiary or other service supplementary or in addition to the terms herein set forth.

19. The parties agree to renegotiate this agreement in the event that the Department of Health and Human Services issue new or revised requirements as a condition for receiving continued Federal or State reimbursement.

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

- Overall compliance program oversight;
- Standards and methods for delegating authority;
- Employee training programs;
- Monitoring and auditing systems;
- Enforcement and disciplinary actions; and
- Mechanisms for responding to problems and taking corrective action

21. 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.

22. This agreement may be amended whenever determined necessary by the District and Contractor(s). All amendments must be in writing, duly signed by both parties, and be annexed to the Contract.

23. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereunto have signed and executed this agreement on the date(s) indicated 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: _____.

Provider Number: _____.

****

APPENDIX A

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

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.

II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.

III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:

(a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

(b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.

(c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.

(d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—

(a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or

(b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

(a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) No contractor, subcontractor, nor any person on his behalf shall, in

any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.

(c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

(d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

(a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because or race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).

(c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without

discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto

certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder can not make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

**Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B
RATES

LPN	-	Set by NYS Department of Health
LPN Premium	-	Set by NYS Department of Health
RN	-	Set by NYS Department of Health
RN Premium	-	Set by NYS Department of Health

APPENDIX C
STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

Personnel

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

b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.

c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
   a. By certified or registered United States mail, return receipt requested;
   b. By Facsimile transmission;
   c. By personal delivery;
   d. By expedited delivery service; or
   e. By e-mail

   Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

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

c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The

Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.

b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.

c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.

b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant

funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.

e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;

- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.

- Opinions prepared by consultant law firms construing the statues of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224

- The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.

f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written

approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.

i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions

j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at

the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.

l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
   a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
   b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
   c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
   d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
   e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

   Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

n. By signing this contract, the Contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by the Department that the contractor is a non-responsible vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:
   - The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
   - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the

Contractor by a governmental agency.

- The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
- The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a

p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at: http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.

b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee

Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

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

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

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

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

d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall

acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.

b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.

c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded

d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to me made by way of

registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.

b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option

c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filling of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor

d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGEEMENT, the Department may terminate this AGREEMENT upon thirty (30 days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30 days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or it the Contractor has violated or is in non-compliance with any term of any other AGEEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the

Department shall include, but not be limited to:

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that

funds are due to the Department

- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/ Oneida County for any loss the Department and Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions by the Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication,

translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars ($ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars ($ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars ($ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insured and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and

availability of funding.

COMPLIANCE WITH LAW

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

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

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

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE **DATE**

Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement

I, the undersigned, an employee of_____, (the
Name of Contract Agency
"Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of June, 2013 , between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
    d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

_____

_____

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

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

4. Health Insurance Portability and Accountability Act (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

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

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
   1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
   2. The Contractor may provide data aggregation services relating to the health care operations of the County.

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

d. The Contractor agrees that this contract may be amended if any of the following events occurs:
   1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;

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

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

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or

intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection,

auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90

days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By:_____

Oneida County Executive

Approved as to Form only

_____

Oneida County Attorney

Contractor

By:_____

Name:

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

March 19, 2013

FN 20 13-149

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

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

The Purchase of Services Agreement with the City of Rome, New York, through the Rome Police Department, provides a full-time Rome Police Officer trained in the area of child abuse and investigation and assigned to the Child Advocacy Center.

The Child Advocacy Center has been in effect since 1990. The Center is comprised of a multidisciplinary team that includes Law Enforcement, Child Protective Services, medical providers, advocacy and counseling.

This Agreement is scheduled to become effective January 1, 2013 - December 31, 2013. The total budget for participation of a Rome Police Officer is $ 98,407.00. The City of Rome will contribute 20% of the cost of this Agreement, which is $ 19,681.40 and the County contribution does not exceed $ $ 78,725.60 which has a local share of 7.18 % of the total program or $7,065.62.

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

RECEIVED
MAR 22 2013

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

Anthony J. Picente, Jr.
County Executive

Date

3/19/13
#18901

Oneida Co. Department Social Services

Competing Proposal_____
Only Respondent_____
Sole Source RFP_____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: City of Rome Police Department
301 North James Street
Rome, New York 13440

Title of Activity or Services: Child Advocacy Center

Proposed Dates of Operations: January 1, 2013 through December 31, 2013

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Child Advocacy multidisciplinary team provides on-site law-enforcement, caseworkers, victim advocacy, medical examinations, and counseling to victims of child sexual abuse cases. The contract allows for (1) full-time police officer to be dedicated to the Child Advocacy Center.

2). Program/Service Objectives and Outcomes -

Agreement provides for participation of a Rome Police Officer at the Child Advocacy Center. Objectives of the Child Advocacy Center include the following:

(1). Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services, medical providers, counseling and advocacy.

(2). Provides a coordinated approach in the investigation of child sexual abuse cases.

(3). Decrease the number of interviews with the child by providing coordinated services on-site and thereby reduce the level of trauma to the child and secondary victims.

3). Program Design and Staffing Level -

1 Full-Time Rome Police Officer

To be a part of the CAC multidisciplinary team with other law enforcement consisting of the following:

1 Full-Time Sheriff Officer
1 Full-Time Utica Police Officer
1 Part-Time New York State Police Officer
1 Full –Time Child Advocacy Administrator through the Sheriff's Office

Total Funding Requested:

Total Cost	=	$ 98,407.00
Funding through Federal, State and DSS	=	**$ 78,725.60**
Funding through Rome Police Department	=	$ 19,681.40

Oneida County Dept. Funding Recommendation: Account #: A6011.49537

Mandated or Non-mandated: The Department is mandated to investigate instances of alleged abuse or neglect, however the way the Department provides this service is at the Department's discretion and the use of on-site workers to minimize the trauma to the alleged victims in non-mandatory.

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

Federal	38.39 %	$ 37,778.45
State	34.43 %	$ 33,881.53
County	7.18 %	$ 7,065.62
City	20.00 %	$ 19,681.40

Cost Per Client Served:

Past performance Served: The Department has had a contract with the Rome Police Department as part of the Child Advocacy Center since 1990. The 2012 total contract was for $ 95,071. The City of Rome paid 20% of the cost of the Contract since 2002 and will continue in 2013 in the amount of $ 19,681.40 leaving the cost funded through the Department $ 78,725.60.

O.C. Department Staff Comments: The Department is satisfied with the service provided.

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and THE CITY OF ROME, NEW YORK, a municipal corporation organized and existing under the laws of the State of New York, with its principal place of business located at City Hall-On-The-Mall, Rome, New York 13440 (hereinafter referred to as Contractor).

RECITALS:

WHEREAS, the Department has need for a more intensive and coordinated approach to the investigation of Child Sexual Abuse.

WHEREAS, the Department desires to establish a Child Advocacy Center to meet the following goals:

1. Maintain a multidisciplinary team consisting of experienced and trained personnel from CPS, law enforcement, medical providers Rape Crisis, and the District Attorney's office,

2. Increase the percentage of reported child sexual abuse cases that are indicated, prosecuted and convicted,

3. Decrease the number of necessary interviews with the child victim,

4. Decrease the level of trauma to the child victims and secondary victims,

5. Maintain a child-oriented interview setting,

6. Maintain accurate records of reports, arrests, prosecutions, and convictions,

7. Provide on-going training, and

8. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

WHEREAS. The Contractor desires to participate in the Child Advocacy Center by and through its Police Department, now, therefore,

IT IS AGREES BY THE PARTIES HERETO AS FOLLOWS:

1. The Contractor shall provide a full-time police officer, assigned solely to Department for participation in the Child Advocacy Center for forty (40) hours per week.

2. Contractor agrees that said police officer shall perform duties as part of the Child Advocacy Center:

   a. Investigate allegations of the sexual abuse of children;

   b. Interview victims using appropriate techniques agreed upon by the Child Advocacy Center and which comply with rules and regulations of Rome Police Manual;

   c. Interrogate suspects and possible witnesses at the discretion of and under the direction of the District Attorney;

   d. Gather and process evidence on cases assigned to police officer;

   e. Work in tandem with the Child Protective Services Caseworker at the Child Advocacy Center;

   f. Attend meetings of the Child Advocacy Center and assist in developing the methods and means for operation at the Child Advocacy Center;

   g. Attend all training necessary to the satisfactory performance of the duties set forth in this Agreement.

3. Contractor and Department agree that all information exchanged is confidential and shall be used only for the purpose of this Agreement

4. The Department shall reimburse Contractor 80% for the services of the aforesaid police officer in the total annual amount of $ 68,750.00 for salary, $ 23,657.00 for fringe benefits and $6,000.00 for overtime. The total cost of the contract is $ 98,407.00 the County will reimburse the City of Rome 80% of the Actual costs but can not exceed $ 78,725.60, the remaining 20% is the responsibility of the Contractor. Any time spent by an investigator that is not related to the mission of the Child Advocacy Center without the prior approval of the law enforcement coordinator will not be reimbursed. Any expenses or financial obligations made by the investigator without the prior approval of the law enforcement coordinator will become the responsibility of the Contractor

5. Department shall make monthly payments to Contractor of the contract amounts upon the submission of an Oneida County voucher, containing the contract number, contract name, any attached data, as well as the police officer's salary and fringe benefits, Certified copies

of the assigned investigator's official time sheets will be attached to the voucher. Rate of pay and fringe benefits shall comply with the provisions of the currently negotiated Police Benevolent Association contract. Adjustments to salary and fringe benefits paid by Department shall be made upon the submission of a new or revised contract and statement of applicable salary and fringe benefits changes.

6. The Contractor shall make available all records relating to this Agreement for a period of six (6) years said records shall be available for audit by the New York State Department of Social services, New York State Audit and Control and the Department of Health and Human Services upon request.

7. This Agreement shall commence January 1, 2013 and terminate on December 31, 2013. This agreement is subject to re-negotiation within 30 days of the expiration date.

8. Either party may, upon thirty (30) days written notice to the other party, terminate this Agreement.

9. No representations or promises shall be binding on the parties to this Agreement except those representations and promises contained herein or in some future writing signed by the parties making such representations or promises.

10. Neither Contractor nor Department shall assign or transfer this Agreement or any part thereof, or any interest, right or privilege therein without written consent of the other party.

11. If any provision of this Agreement is illegal, the remainder of the Agreement shall not be affected thereby.

12. Said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants contained herein.

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

14. 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 Nichole M. Hinman.

Oneida County Attorney

****

Date: 3/19/13

Oneida County Department of Social Services: _____.

Lucille A. Soldato, Commissioner

****

Date: 11/16/2012

Agency: Rome Police Department.

Authorized Signature: _____.

Print Authorized Name: Joseph R. Fusco, Jr.

Title: Mayor.

****

18901

ROME POLICE DEPARTMENT
2013 BUDGET

SALARY	$ 68,750.00
FRINGE	$ 23,657.00
OVERTIME	$ 6,000.00
TOTAL	$ 98,407.00

Total Cost Reimbursed by both Oneida County and City of Rome

Oneida County Share (80%)	**$ 78,725.60**
City Share (20%)	**$ 19,681.40**

APPENDIX A

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

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.

II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.

III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:

(a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

(b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.

(c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redeterminiation and shall form a part of these contract documents.

(d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—

(a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or

(b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

(a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.

(c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

(d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

(a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because or race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).

(c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified

applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future Sate or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in ebery non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf

of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1)The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder can not make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

**Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B
STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

Personnel

a. The Contractor agrees to be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of this AGREEMENT, and all applicable Federal, Sate and County laws and regulations.

b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.

c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
   a. By certified or registered United States mail, return receipt requested;
   b. By Facsimile transmission;
   c. By personal delivery;
   d. By expedited delivery service; or
   e. By e-mail

   Notices to the Department shall be addressed to the Program Manager assigned to this contract at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

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

c. The parties may, from time to time, specify any new or different address in the United

States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.

b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of ,an alternative means of disposition in writing.

c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.

b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

c. The Contractor immediately shall notify in writing the Department Program Manager

assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.

e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;

- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.

- Opinions prepared by consultant law firms construing the statues of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224

- The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.

f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

g. Except where the Department otherwise authorizes or directs in writing, the Contractor

agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.

i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions

j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the closeout of this AGREEMENT or expended on additional services provided for under this AGREEMENT.

l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
   a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
   b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
   c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
   d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
   e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

   Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

n. By signing this contract, the Contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by the Department that the contractor is a non-responsible vendor or , if the contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:
   - The Contractor has had a license or contract suspended, revoked or terminated by a

governmental agency.

- The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
- The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
- The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a

p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at: http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or

participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.

b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign a Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to

financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial an/or client identifiable information concerning such youth.

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

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

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

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

d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

e. The Contractor and all Contract Staff shall complete Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

a. The results of any activity supported under this AGREEMENT may not be

published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.

b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.

c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded

d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30)

days prior written notice to the Contractor. Such notice is to me made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.

b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option

c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filling of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor

d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGEEMENT, the Department may terminate this AGREEMENT upon thirty (30 days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30 days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or it the Contractor has violated or is in non-compliance with any term of any other AGEEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the

Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that

funds are due to the Department

- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts of omission of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction,

delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars ($ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars ($ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

   The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars ($ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insureds, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

   The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and

availability of funding.

COMPLIANCE WITH LAW

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

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

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

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

City of Rome, NY

NAME OF CONTRACTED AGENCY

Mayor Joseph R. Fusco, Jr.

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Joseph R Fusco Jr

SIGNATURE

Nov. 16, 2012

DATE

Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement

I, the undersigned, an employee of_____, (the
Name of Contract Agency
"Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness:_____

Created 4-24-12

ADDENDUM

THIS ADDENDUM, entered into on this _1st__ day of __January, 2013_, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000,

as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
   d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free

Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

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

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

_____

_____

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

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

4. Health Insurance Portability and Accountability Act (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

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

files that contain protected health information of the County's clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:
   1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
   2. The Contractor may provide data aggregation services relating to the health care operations of the County.

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

d. The Contractor agrees that this contract may be amended if any of the following events occurs:
   1. HIPAA, or any of the regulations promulgated in furtherance thereof, is

modified by Congress or the Department of Health and Human Services;

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

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

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York

State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and

reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

13. Governing Law.

This Contract shall be governed by the laws of the State of New York except where the Federal

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90

days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By:_____

Oneida County Executive

Contractor

By: Joseph R. Fusco

Name:

Approved as to Form only

Nichole M. Hinman

Oneida County Attorney

Anthony J. Picente Jr.
County Executive

Lucille A. Soldato
Commissioner

ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES

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

March 19, 2013

FN 20 13 - 150

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

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

The Purchase of Services Agreement with the State of New York, Division of State Police a/k/a New York State Police provides a part-time investigator for after hours when needed, trained in the area of child abuse and investigation and assigned to the Child Advocacy Center.

The Child Advocacy Center has been in effect since 1990. The Center is comprised of a multidisciplinary team that includes Law Enforcement, Child Protective Services, medical providers, advocacy and counseling.

This Agreement is scheduled to become effective upon execution through September 30, 2013. The total budget for participation of a New York State Police is $ 23,351.00 with a local share of 27.18% or $6,346.80.

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

RECEIVED
MAR 22 2013

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

Anthony J. Picente, Jr.
County Executive

Date 3/21/13

3/5/13
21201

Oneida Co. Department Social Services

Competing Proposal_____
Only Respondent_____
Sole Source RFP_____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: State of New York, Division of State Police
a/k/a New York State Police
1220 Washington Ave, Building 22
Albany, New York 12226

Title of Activity or Services: Child Advocacy Center

Proposed Dates of Operations: Date of Execution through September 30, 2013

Client Population/Number to be Served:

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Child Advocacy multidisciplinary team provides on-site law-enforcement, caseworkers, victim advocacy, medical examinations and counseling to victims of child sexual abuse cases. The contract allows for the support of (1) one investigator on a part-time basis after hours when needed at the Child advocacy Center.

2). Program/Service Objectives and Outcomes -

Agreement provides support for participation of a New York State Police Investigator at the Child Advocacy Center. Objectives of the Child Advocacy Center include the following:

(1). Establish a multidisciplinary team consisting of Law Enforcement, District Attorney's Office, Child Protective Services, medical providers, counseling and advocacy.

(2). Provides a coordinated approach in the investigation of child sexual abuse cases.

(3). Decrease the number of interviews with the child by providing coordinated services on-site and thereby reduce the level of trauma to the child and secondary victims.

3). Program Design and Staffing Level -

1 New York State Police Investigator part-time after hours

To be a part of the CAC multidisciplinary team with other law enforcement consisting of the following:

1 Full-Time Rome Police Officer
1 Full-Time Utica Police Officer
1 Full-Time Sheriff's Officer
1 Child Advocacy Administrator through the Sheriff's Office

Total DSS Funding Requested: $ 23,351.00

Oneida County Dept. Funding Recommendation: Account #: A6011.49537

Mandated or Non-mandated: The Department is mandated to investigate instances of alleged abuse or neglect, however the way the Department provides this service is at the Department's discretion and the use of on-site workers to minimize the trauma to the alleged victims is non-mandatory.

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

Federal	38.39 %	$ 8,964.45
State	34.43 %	$ 8,039.75
County	27.18 %	$ 6,346.80

Cost Per Client Served:

Past performance Served: This is the first year the Department is contracting with the provider for after-hours services. The maximum amount for the duration of this agreement is $23,351.00.

O.C. Department Staff Comments:

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and State of New York, Division of State Police a/k/a New York State Police, 1220 Washington Avenue, Building 22, Albany, New York 12226 (hereinafter called Contractor).

Whereas, the Department has need for an intensive and coordinated approach to the investigation of Child Sexual Abuse. This agreement allows for the support of (1) one investigator after hours to the Child Advocacy Center on a part-time and limited basis.

Whereas, the Department has establish a Child Advocacy Center to deal with the problem of Child Sexual Abuse who would seek to meet the following goals:

1. Maintain a multidisciplinary team consisting of experienced and trained personnel from Child Protective Services, law enforcement, District Attorney's Office, medical providers, counseling and advocacy ,

2. Provides a coordinated approach to reported child sexual abuse cases that are indicated, prosecuted and convicted,

3. Decrease the number of necessary interviews with the child victim,

4. Decrease the level of trauma to the child victims and secondary victims,

5. Maintain a child-oriented interview setting,

6. Maintain accurate records of reports, arrests, prosecutions, and convictions,

7. Provide on-going training, and

8. Increase the number of victims, secondary victims, and perpetrators receiving appropriate treatment and services.

Now, therefore, upon the request of the Child Advocacy Center Law Enforcement Coordinator and upon the agreement of the Contractor, the Contractor agrees to provide the Services of an Investigator on a limited and part-time basis to be assigned to the Department for participation in the Child Advocacy Center.

The Contractor agrees that the Investigator will perform the following task as part of the Child

Advocacy Center.

1. Be responsible for the investigation of the Sexual Abuse Allegations.

2. Interview victims using appropriate techniques agreed upon by the Task Force.

3. Interrogate suspects and possible witnesses, under the direction of the District Attorney.

4. Gather and process evidence on the assigned cases.

5. Work in tandem with the Child Protective Services Caseworkers at the Child Advocacy Center.

6. Participate in all meetings of the Child Advocacy Center and to assist in developing the methods and means by operation of the Task Force.

7. Attend all training, as proposed and established as part of the Child Advocacy Center.

The Contractor and the Department agrees that all information exchanged is considered confidential and will be used only for the purpose outlined in the Contract.

The Department agrees to Pay the Contractor on a monthly or quarterly basis upon presentation of an Oneida County Voucher, listing the Contract #, Contract name, and an attached data including the Investigator's Name, salary paid, and fringe, Certified copies of the assigned investigator's official time sheets will be attached to the voucher.

Reimbursement is as follows:

The Department will reimburse the contractor for actual overtime hours provided by the investigator to the Child Advocacy Center at a maximum rate of $ 129.72 per hour, or the actual overtime rate the investigator earns from the Contractor if less than $ 129.72 per hour. The total cost of this agreement shall not exceed $ 23,351.00. "Actual overtime hours" as referred to in this paragraph means hours spent outside of the investigator's regular work schedule and the investigator's hours spent specifically providing services to the Child Advocacy Center for such overtime.

Any expenses or financial obligations made by the Investigator without the prior approval of the Child Advocacy Center Law Enforcement Coordinator will become the responsibility of the contractor.

The Contractor agrees that all records must be available for a period of 6 years and must be made available for audit by the New York State Department of Social Services, New York State Audit and Control and the Department of Health and Human Services upon request.

The terms of this agreement is from Date of Execution to September 30, 2013 and is subject to re - negotiation within 30 days of the expiration date.

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 wavier, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

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

****

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: 02/19/2013.

Agency: New York State Police.

Authorized Signature: _____.

Print Authorized Name: Terence P. D'Mara

Title: Lt. Colonel – Assistant Deputy Superintendent.

****

APPENDIX A

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

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.

II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.

III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:

(a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

(b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.

(c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redeterminiation and shall form a part of these contract documents.

(d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—

(a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or

(b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

(a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) No contractor, subcontractor, nor any person on his behalf shall, in

any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.

(c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

(d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

(a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because or race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).

(c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without

discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future Sate or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in ebery non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto

certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1)The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder can not make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

**Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B
STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

Personnel

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

b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.

c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

a. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
   a. By certified or registered United States mail, return receipt requested;
   b. By Facsimile transmission;
   c. By personal delivery;
   d. By expedited delivery service; or
   e. By e-mail

   Notices to the Department shall be addressed to the Program Manager assigned to this contract at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

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

c. The parties may, from time to time, specify any new or different address in the United

States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.

b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.

c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.

b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

c. The Contractor immediately shall notify in writing the Department Program Manager

assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.

e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;

- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.

- Opinions prepared by consultant law firms construing the statues of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224

- The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.

f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

g. Except where the Department otherwise authorizes or directs in writing, the Contractor

agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.

i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions

j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the closeout of this AGREEMENT or expended on additional services provided for under this AGREEMENT.

l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
   a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
   b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
   c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
   d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
   e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

   Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

n. By signing this contract, the Contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by the Department that the contractor is a non-responsible vendor or , if the contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:
   - The Contractor has had a license or contract suspended, revoked or terminated by a

governmental agency.

- The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
- The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
- The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a

p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at: http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or

participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.

b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign a Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to

financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial an/or client identifiable information concerning such youth.

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

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

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

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

d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

e. The Contractor and all Contract Staff shall complete Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

a. The results of any activity supported under this AGREEMENT may not be

published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.

b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.

c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded

d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30)

days prior written notice to the Contractor. Such notice is to be made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.

b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option

c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filling of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor

d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGEEMENT, the Department may terminate this AGREEMENT upon thirty (30 days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30 days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or if the Contractor has violated or is in non-compliance with any term of any other AGEEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the

Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that

funds are due to the Department

- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts of omission of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting to any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction,

delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars ($ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars ($ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars ($ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insureds, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and

availability of funding.

COMPLIANCE WITH LAW

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

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

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

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

New York State Police

NAME OF CONTRACTED AGENCY

Terence P. O'Mara - ADS - Administration

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

02/19/2013

SIGNATURE **DATE**

Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement

I, the undersigned, an employee of_____, (the
Name of Contract Agency
"Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____

ADDENDUM

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

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of

the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
   d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

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

2. The Contractor may insert in the space provided below the site(s) for the

performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

_____

_____

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

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

4. Health Insurance Portability and Accountability Act (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

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

b. This agreement does not authorize the Contractor to use or further disclose the protected

health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

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

c. The Contractor shall:

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

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

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is

interpreted by a court in a manner impacting the County's HIPAA compliance; or

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

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

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor

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

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure

any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

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

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

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering

damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By:_____

Oneida County Executive

Contractor

By:_____

Name:

Assistant Deputy Superintendent

Approved as to Form only

_____

Oneida County Attorney

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

FN 20 13-151

March 28, 2013

RECEIVED
APR - 4 2013

HEALTH & HUMAN SERVICES

WAYS & MEANS

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

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 Purchase of Services Agreement with the Resource Center for Independent Living Inc. is for two Disability Services Specialists that provides services to TANF/Safety Net Family Recipients with disabilities. The Disability Services Specialist work with a number of community employers to engage clients in approved work activities that will assist in achieving participation hours, while seeking employment and self-sufficiency.

The cost of this Agreement is $ 83,972 for the year May 1, 2013 through April 30, 2014. There is no local cost to support this effort.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action. 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 4/4/13

15707
3/28/13

Oneida Co. Department Social Services

Competing Proposal X
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Resource Center for Independent Living Inc.
401-409 Columbia Street
P. O. Box 210
Utica, New York 13503-0210

Title of Activity or Services: Disability Services Specialists

Proposed Dates of Operations: May 1, 2013 through April 30, 2014

Client Population/Number to be Served: 50 TANF/Safety Net Family recipients with disabilities per month.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

The Disability Service Specialists have established a community network among employers involved in supported employment who, rely on the employment services staff for a myriad of support services such as employment incentives, co-worker education on disabilities, co-worker job mentoring techniques and training, creative approaches to problem solving and immediate response if a problem arises.

2). Program/Service Objectives and Outcomes -

Engage 50 clients per month in approved work activities that will assist in achieving participation hours, while seeking employment and self-sufficiency.

3). Program Design and Staffing Level -

(2) Disability Service Specialists

Total Funding Requested: $ 83,972

Oneida County Dept. Funding Recommendation: Account #:A6014.49544

Mandated or Non-mandated: Mandated

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

Federal	100 %	$ 83,972
State	0 %	$ 0
County	0 %	$ 0

Cost Per Client Served:

Past performance Served: The Department has contracted for this service with this provider since 2005. The contract in 2012 was $ 83,972. The Department of Social Services has had success contracting with RCIL to assist with this population.

O.C. Department Staff Comments: The Disability Services Specialists is a vital link in the total plan of bringing the TANF recipient from dependency to total self-sufficiency. This contract is paid 100% through federal funds.

AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida County, through its Department of Social Services, a municipal corporation organized and existing under the Laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, , and Resource Center for Independent Living, Inc., 401-409 Columbia Street P.O. Box 210, Utica, New York 13503-0210 (hereinafter called Contractor or RCIL).

WITNESSETH:

WHEREAS, the Oneida County Department of Social Services (hereinafter called Department), desires to increase assistance to individuals with disabilities, placing people with disabilities in the competitive job market.

WHEREAS, the Resource Center for Independent Living has developed skill and expertise in placing people with disabilities in the competitive job market. The RCIL staff has the expertise and substantial experience in working with individuals in every major disability group as defined in federal legislation and with individuals with two or more co-existing disabilities. The staff has established a community network among employers involved in supported employment who rely on the employment services staff for a myriad of support services such as employment incentives, co-worker education on disabilities, co-worker job mentoring techniques and training, creative approaches to problem solving and immediate response if a problem arises. This has led to an increased ability to place individuals with disabilities in competitive integrated employment and has increased the confidence of both employers and employees.

NOW THEREFORE, The Contractor will assign two (2) Disability Services Specialist to the Oneida County Department of Social Services. The Disability Service Specialists have expertise in working with individuals with disabilities and a thorough understanding of the Social Service system and resources in the community.

The Department agrees to provide a work site for the Disability Services Specialist with all suitable equipment and support services. The Disability Services Specialist will be assigned to the Oneida County Department of Social Services Employment Office. The workload will be assigned through the Oneida County Social Service Employment Director, supervised by an Employment Case Supervisor.

The two Disability Services Specialists will be co-located at the Department of Social Services to perform said services both in Utica and Rome Offices. The Specialists will be under the Contractor's supervision with oversight by the Department of Social Services Director of Employment.

The Disability Services Specialist shall follow the Oneida County's work hours and the Contractor agrees to provide the Department with a copy of his agencies personnel rules/policies pertaining to the Disability Service Specialists positions including list of observed days off for holiday, number of days/hours earned for vacation, personal, sick etc...

The Director of Employment will be notified immediately of all time off approved by the Contractor prior to such time taken by the two Disability Service Specialists, or as soon as possible when prior notification is not possible.

The Contractor will maintain the Disability Service Specialists as his employees and shall provide him/her with the Contractor's benefits and shall handle all fringe and necessary deductions, per requirements under Federal and State Laws,

The Contractor's primary duties will include assessment, orientation to Department of Social Services rules and regulations, determination of employability status, provide explanation of any determinations and completing Department of Social Services forms relating to disabilities and releases, obtaining and evaluating medical reports for adults with disabilities within 90 days of Family Assistance case opening and identifying, referring and monitoring SSI candidates for assistance in obtaining Federal benefits.

Target Population

50 Family Assistance recipients per month with documented disabilities needing assistance to participate in approved Work Activities and placement in the competitive job market.

The RCIL Disability Service Specialist will be responsible for:

- Establish employability status and provide explanation for decisions made for each Family Assistance applicant and re-establish for recipients as needed.
- Enrolling clients in appropriate countable Work Activities as identified under TANF reauthorization requirements. Monitor such activities bi-weekly and record attendance in CMS-the State monitoring database.
- Referring the target population to appropriate providers, such as VESID, training programs, human services agencies, and medical providers, while referring and coordinating supportive services.
- Monitor treatment activities that assist participants to comply with work rules, including medical and mandated services.
- Provide monthly reports to Department of Social Services on the number and activity of participants in each category, by the 5th day of the following month.
- Reassess and Re-examine the limitations of all Family Assistance exempt adults to allow participants to enroll in Work Activities to the extent of their ability.
- Refer, monitor and assist 100% of the Family Assistance population determined to be SSI appropriate to pursue appeals and hearings.

Desired Outcomes:

- Engage 50 clients per month in approved work Activities that will assist in achieving participation hours, while seeking employment and self-sufficiency.
- Establish employability status and provide explanations for determinations made for each Family Assistance applicant and re-establish for recipients as needed.
- Refer 20 appropriate Family Assistance recipients to programs to assist with obtaining SSI Disability benefits per year.

Term:

The term of the Contract is May 1, 2013 through April 30, 2014. The contract is not to exceed $83,972 and may be renewed agreeable to each party, and completed prior to the end of the term of this agreement.

Reporting Requirements

Under Chapter 57 of the Laws of 2007, requires the Department to provide a monthly Family Service Performance Report. Contractor must submit monthly reporting to the Department providing the Department with the number of families served each month (broken out by TA-Temporary Assistance and/or 200% of Poverty).

In order to have consistent reporting, the number of families reported each month is to be unduplicated within the contract. A family that is served more than once per month within the contract should be counted only once. If a family receives services from more than one contract with your agency within a month should be counted once per month in each contract that service was received.

The Department must receive monthly reports no later than the 5th of the following month of service. Such reports must be submitted to the following Oneida County Departments: Oneida County Department of Social Services, Employment Unit to the Directors attention.

Payment will be made monthly by the Department upon submission by Contractor of a County Voucher, with fiscal explanation attached and other reports as required by the Department. The contractor will provide a final financial reconciliation upon completion of the program. The Contractor's financial records must be complete and available to the Department of Social Services fiscal staff for review and audit upon the Department's request.

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

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: March 26, 2013.

Agency: Resource Center for Independent Living Inc.

Authorized Signature: _____.

Print Authorized Name: Burt Danovitz, Ph.D.

Title: Executive Director.

****

BUDGET

May 1, 2013 - April 30, 2014

PERSONNEL	
Director of Employment	$ 3,316
Vocational Trainer	$ 36,753
Vocational Trainer	$ 27,000
Sub-total	$ 67,069
Fringe	$ 16,767
Total Personnel Services	$ 83,836
EXPENSES	
Travel/training	$ 26
Postage	$ 50
Supplies	$ 50
Printing	$ 10
Total Expenses	$ 136
Total	$ 83,972

APPENDIX A

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

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.

II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.

III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:

(a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

(b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.

(c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.

(d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—

(a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or

(b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

(a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) No contractor, subcontractor, nor any person on his behalf shall, in

any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.

(c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract, and

(d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

(a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).

(c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age,

disability or marital status.

*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future Sate or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in ebery non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder can not make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

**Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX B
STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

Personnel

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

b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.

c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
   a. By certified or registered United States mail, return receipt requested;
   b. By Facsimile transmission;
   c. By personal delivery;
   d. By expedited delivery service; or
   e. By e-mail

   Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development or to such different Program Manager as the Department may for time-to time designate.

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

c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The

Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

a. The contractor shall be responsible for the provision of necessary equipment and services for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.

b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.

c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.

b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious

injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.

e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;

- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services or against Oneida County or the Department or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.

- Opinions prepared by consultant law firms construing the statues of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224

- The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.

f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by

written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.

i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions

j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.

l. The Contractor ensures that the grounds, structures, building and furnishings at the

program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
   a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
   b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
   c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
   d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
   e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

   Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

n. By signing this contract, the Contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by the Department that the contractor is a non-responsible vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:
   - The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
   - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
   - The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
   - The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or

federal laws.

- The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
- The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
- The contractor has engaged in any other actions of a similarly serious nature.

Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a

p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at: http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such

explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.

b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign an Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign an Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

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

The Contractor and any subsequent sub-contractor agrees that their staff to whom

confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

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

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

d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.

b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise

use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the Department's right to such license.

c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded

d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to me made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.

b. If the Contractor fails to use any real property or equipment purchased pursuant to

this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filling of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor

d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible

vendor for the purposes of this AGEEMENT, the Department may terminate this AGREEMENT upon thirty (30 days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30 days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or it the Contractor has violated or is in non-compliance with any term of any other AGEEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to :

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to

continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars ($ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars ($ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department.

Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars ($ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insured and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

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

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

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

The Contractor attest they have not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

Resource Center for Independent Living, Inc.

NAME OF CONTRACTED AGENCY

Burt Danovitz, Ph.D., Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

March 26, 2013

SIGNATURE **DATE**

Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement

I, the undersigned, an employee of_____, (the
Name of Contract Agency
"Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____
Created 4-24-12

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of May, 2013 , between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer

or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

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

1. The Contractor certifies that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
   d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

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

1. The Contractor will or will continue to provide a drug-free workplace by:
   a. Publishing a statement notifying employees that the manufacture,

distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing an on-going drug-free awareness program to inform employees about:
   1. The dangers of drug abuse in the workplace;
   2. The Contractor's policy of maintaining a drug-free workplace;
   3. Any available drug counseling, rehabilitation, and employee assistance program; and
   4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);

d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
   1. Abide by the terms of the statement; and
   2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
   1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

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

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

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

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

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

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

4. Health Insurance Portability and Accountability Act (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

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

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

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

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

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

c. The Contractor shall:

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

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

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

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

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

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

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

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law

will be the responsibility of the Contractor to establish to meet with the approval of the County.

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

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be

separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By: _____

Oneida County Executive

Approved as to Form only

_____

Oneida County Attorney

Contractor

Resource Ceter for Independent Living, Inc.

By: _____

Name: Burt Danovitz, Ph.D.
Executive Director

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
MAR 25 2013

March 21, 2013

FN 20 13-152

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

HEALTH & HUMAN SERVICES

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

Anthony J. Picente, Jr.
County Executive

Date 3/25/13

Dear Mr. Picente:

I am submitting the following sample contract for, thirty six (36), 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 be approved for the thirty six (36) Agreements under one resolution, however if there are concerns with any individual Institution, that institution or institutions may be omitted and processed separately.

The following is a list of the thirty six (36) Institutional Foster Care Agencies:

- Baker Victory Healthcare Center a/k/a Baker Victory Services, 780 Ridge Road, Lackawanna, New York 14218
- Berkshire Farm Center and Services For Youth, Route 22, Canaan, New York 12029
- Buffalo Urban League, Inc., 15 East Genesee Street, Buffalo, New York 14202
- Cayuga Home for Children, P.O. Box 865, 101 Hamilton Ave, Auburn, New York 13021
- The Charlton School, PO Box 47, Burnt Hills, New York 12027
- Children's Home of Jefferson County, 1704 State Street, Watertown, New York 13601
- The Children's Home of Kingston, New York, 26 Grove Street, Kingston, New York 12401
- Childrens Home of Wyoming Conference, 1182 Chenango Street, Binghamton, New York 13901
- The Roman Catholic Diocese of Albany, New York a/k/a Community Maternity Services, 27 North Main Street, Albany, New York 12203

- Crestwood Children's Center, 2075 Scottsville Road, Rochester, New York 14623
- The Devereux Foundation, P.O. Box 490A, Villanova, Pennsylvania, 19085
- Elmcrest Children's Center, Inc., 960 Salt Springs Road, Syracuse, New York 13324
- Equinox, Inc., 95 Central Avenue, Albany, New York 12206
- Gateway-Longview Foundation, 6350 Main Street, Williamsville, New York 14221
- Hillside Children's Center, 1183 Monroe Avenue, Rochester, New York 14620
- Jewish Child Care Association of New York, 120 Wall Street, New York, New York 10005
- Kidspeace National Centers of New York, Inc., 4085 Independence Drive, Schnecksville, PA 18078
- Kidspeace National Centers of North America Inc., 4085 Independence Drive, Schnecksville, PA 18078
- Lake Grove Treatment Centers of New York, Inc. a/k/a Lake Grove Schools, PO Box 712, Meriches Road, Lake Grove, New York 11755
- LaSalle School Foundation, 391 Western Avenue, Albany, New York 12203
- Lincoln Hall, P.O. Box 600, RT # 202, Lincolndale, New York 10540
- Mountain Lake Children's Residence, Inc., 50 Riverside Drive, Lake Placid, New York 12946
- Northeast Parent & Child Society, Inc., 530 Franklin Street, Schenectady, New York 12305
- Oswego County Opportunities, Inc., 239 Oneida Street, Fulton, New York 13069
- Parsons Child and Family Center, 60 Academy Road, Albany, New York 12208
- Snell Farm Children's Center, 7320 Snell Hill Road, Bath, New York 14810
- St. Catherine's Center for Children, 40 North Main Avenue, Albany, New York 12203
- Saint Anne Institute, 160 North Main Avenue, Albany, New York 12206
- St. Colman's Home, 11 Huswell Road, Watervliet, New York 12189
- Villa of Hope, 3300 Dewey Avenue, Rochester, New York 14616
- Astor Services for Children & Families a/k/a Astor Home for Children, 6339 Mill Street, P.O. Box 5005 Rhinebeck, New York 12572
- The William George Agency's Children Services Inc., 380 Freeville Road, Freeville, New York 13068
- House of the Good Shepherd, 1550 Champlin Avenue, Utica, New York 13502
- Toomey Residential & Community Services Corp., 1654 West Onondaga Street, Syracuse, New York 13204
- Vanderheyden Hall, Inc., P.O. Box 219, Wynantskill, New York 12198
- You Gotta Believe! The Older Child Adoption & Permanency Movement a/k/a You Gotta Believe, 3114 Mermaid Avenue, Brooklyn, New York 11224

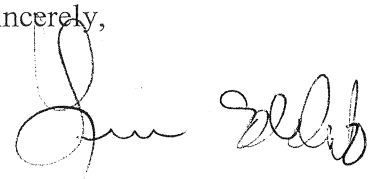
The thirty six Institutions provide placement services for children and offer various levels of care. These Institutions offer many different services with each Institution specializing in one or two areas of expertise.

The Institutions provide specialized Institutional Foster Care for those children who are unable to remain at home with their biological parents due to behavioral issues at home or in the community, voluntary transfers of custody to Oneida County Department of Social Services and children who have been determined by Family Court to be delinquent or persons in need of supervision.

New York State Office of Children and Family Services assign the rates for the facilities. The term of these Agreements is July 1, 2013 – June 30, 2014. Total cost in 2012 was $13,458,788.92 with a local share of 30 % or $ 4,037,636.67.

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

Sincerely,



Lucille A. Soldato
Commissioner

LAS/tms
Attachment

3/4/13

Oneida Co. Department Social Services

Competing Proposal_____
Only Respondent_____
Sole Source RFP_____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization:

Various Foster Care Institutions
(See Attached Summary for listing of all thirty six (36) Institutions.)

Title of Activity or Services: Institutional Foster Care for Children

Proposed Dates of Operations: July 1, 2013 through June 30, 2014

Client Population/Number to be Served: Children in need of Institutional Foster Care up to age 18 or in some cases 21.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

To provide institutional foster care for those children under the age 18 or in some cases 21 who have been adjudicated as a Person In Need of Supervision (PINS) or Juvenile Delinquent (JD) and those whose parents or legal guardians have voluntarily transferred custody to Oneida County Department of Social Services or those children whose custody has been involuntary committed by the court to an authorized agency or a foster parent in accordance with section 384-b of the Social Services Law or article 6 of the Family Court Act.

2). Program/Service Objectives and Outcomes -

Placement services including Family Foster Care and/or Institutional levels of care for children who are unable to remain at home with their biological parents due to behavior issues in the home or community, voluntary transfer of custody to Oneida County Department of Social Services or those children who have been determined by Family Court to be JD or PINS.

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

Total Funding Requested:

Rates are determined by New York State Office of Children and Family Services.

The Daily rates approved for each Institution can be found in the attached summary.

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

Mandated or Non-Mandated: Mandated Service

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

Federal	36.5 % =	$ 4,912,457.96
State	33.5 % =	$ 4,508,694.29
County	30.0 % =	$ 4,037,636.67

Cost Per Client Served: Attached Summary List has statistics for all thirty six (36) Institutions being approved. The Department paid a total of $ 13,458,788.92 for all (36) Institutions in 2012.

Past performance Served:

O.C. Department Staff Comments: The Department is satisfied with the performance of all institutions and the Department contracts with a number of Institutions to ensure the availability of services when needed.

The Institutions offer many varied services, and each Institution has specific areas of specialization (see attached summary under specialized services).

CONTRACT NUMBER	NAME	ADDRESS	SPECIALIZED SERVICES		DAILY RATES				AMOUNT PAID IN 2012
90101	Baker Victory Healthcare Center a/k/a Baker Victory Services	780 Ridge Road Lackawanna, New York 14218	DSS residential services OMH residential services OMRDD services Group Home	sexual offenders program critical care unit Maternity Residence	I FBH GH	$ 265.54 $ 27.36 $ 228.62	I-HTP MD-HTP	$ 380.28 $ 387.58	-
90201	Berkshire Farm Center and Services for Youth	Route 22 Canaan, New York 12029	drug/alcohol program sex offender program aggression replacement tx	developmentally disabled behavioral tx program	FBH FBH-T I	$ 39.79 $ 69.28 $ 261.71	I-HTP GH	$ 389.69 $ 241.11	371,686.41
97501	Buffalo Urban League, Inc.	15 East Genesee Street Buffalo, New York 14202	Supervision of adoptive placement special needs adoption services		FBH	$ 34.95			39,226.46
90401	Cayuga Home For Children	P.O. Box 865, 101 Hamilton Ave. Auburn, New York 13021	emotionally disturbed developmentally disabled independent living program deaf	fire setters multi-handicapped autistic	GH I-HTP FBH-T I-HTP (Emer)	$ 337.03 $ 322.73 $ 92.46 $ 375.48			579,309.92
90501	The Charlton School	P.O. Box 47 Burnt Hills, New York 12027	fire setters independent living	emotionally disturbed	I	$ 247.01			-
90601	Children's Home of Jefferson County	1704 State Street Watertown, New York 13601	diagnostic unit developmentally disabled multi-handicapped	fire setters emotionally disturbed	I FBH FBH-T	$ 236.13 $ 26.84 $ 53.50			962,057.30
95501	The Children's Home of Kingston, New York	26 Grove Street Kingston, New York 12401	Mental Health Child Welfare Youth Development	Juvenile Justice Special Education developmentally disabled	I GH I-HTP	$ 249.32 $ 221.58 $ 278.49			-
90701	Childrens Home of Wyoming Conference	1182 Chenango Street Binghamton, New York 13901	fire setters diagnostic services	emotionally disturbed non-secure services	FBH FBH-T GH- Boys GH - Ardsley	$ 30.35 $ 50.81 $ 222.73 $ 222.32	GH-E I I-E	$ 263.18 $ 235.15 $ 282.35	121,578.22
90801	The Roman Catholic Diocese of Albany, New York a/k/a Community Maternity Services	27 North Main Street Albany, New York 12203	maternity shelter foster care independent living	respite crisis nursery	FBH GR- M/C	$ 48.15 $ 300.00	GR-M ABH-E	$ 350.00 $ 317.21	133,446.12
90901	Crestwood Children's Center	2075 Scottsville Road Rochester, New York 14623	intensive/secure program fire setters	diagnostic unit developmentally delayed	I	$ 246.32			-
91101	The Devereux Foundation	P.O. Box 490A Villanova, PA 19085	emotionally disturbed-severe / multi-handicapped such as: mild retardation, speech impaired, etc.		HTP	$ 328.32			178,052.05
91301	Elmcrest Children's Center, Inc.	960 Salt Springs Road Syracuse, New York 13324	diagnostic unit multi-handicapped sex offenders program	developmentally disabled respite	ABH I-E I	$ 221.37 $ 256.20 $ 200.76	I-FS I-HTP	$ 356.49 $ 317.46	1,404,911.66
91401	Equinox, Inc.	95 Central Avenue Albany, New York 12206	drug / alcohol issues fire setters independent living program		GR	$ 177.65			18,664.17
91701	Gateway - Longview Foundation	6350 Main Street Williamsville, New York 14221	drug/alcohol program multi-handicapped respite foster care	emotionally disturbed respite independent living	I-HTP FBH	$ 392.44 $ 30.46	I FBH-T	$ 251.36 $ 44.80	-
91901	Hillside Children's Center	1183 Monroe Avenue Rochester, New York 14620	diagnostic unit sex offender program residential tx facility non secure detention	fire setters emotionally disturbed respite	FBH FBH-T I I-HTP Finger	$ 40.19 $ 84.11 $ 300.63 $ 350.55	I-HTP Horton I-HTP Varick I-HTP Systems i-HTP critical	$ 329.29 $ 374.57 $ 504.19 $ 367.42	380,801.46

CONTRACT NUMBER	NAME	ADDRESS	SPECIALIZED SERVICES		DAILY RATES				AMOUNT PAID IN 2012
95601	Jewish Child Care Association of New York	120 Wall Street New York, New York 10005	mental health child welfare youth development	Juvenile justice Special Education developmental disability	I - Edenwald I- Pleasantville I-HTP	$324.06 $ 351.36 $ 384.51	GH FBH FBH-T	$ 330.52 $ 43.81 $ 88.44	-
92201	Kidspeace National Centers of New York, Inc.	4085 Independence Drive, Schnecksville, PA 18078	fire setters sex offender program drug/alcohol program	emotionally disturbed on-site psychiatric services critical care	FBH-T FBH	$ 59.31 $ 37.98			-
92202	Kidspeace National Centers of North America, Inc	4085 Independence Drive, Schnecksville, PA 18078	fire setters sex offender program drug/alcohol program	emotionally disturbed on-site psychiatric services critical care	FBH-T FHB	$ 59.31 $ 37.98			-
92401	Lake Grove Treatment Centers of New York, Inc. a/k/s Lake Grove Schools	P.O. Box 712, Meriches Road Lake Grove, New York 11755	drug/alcohol program emotionally disturbed developmentally disabled	independent living program multi-handicapped	I-ED	$ 183.48			-
92501	The LaSalle School Foundation	391 Western Avenue Albany, New York 12203	sex offender program emotionally disturbed	drug/alcohol program supervised ind. living program	I I-HTP	$ 259.88 $ 302.53			94,839.67
92701	Lincoln Hall	P.O. Box 600 RT # 202 Lincolndale, New York 10540	drug/alcohol program emotionally disturbed	non secure detention	I I-E	$ 308.90 $ 333.96			-
94801	Mountain Lake Children's Residence, Inc.	50 Riverside Drive Lake Placid, New York 12946	drug/alcohol program fire setters	emotionally disturbed diagnostic services	I I-HTP	$ 199.83 $ 352.37			-
92801	Northeast Parent and Child Society, Inc.	530 Franklin Street, Schenectady, New York 12305	drug/alcohol program diagnostic unit emotionally disturbed	fire setters developmentally disabled respite	FBH-T GH I	$ 63.71 $ 233.91 $ 263.12	I-E I-HTP	$ 294.12 $ 401.02	308,337.81
92901	Oswego County Opportunities, Inc.	239 Oneida Street Fulton, New York 13069	group home	independent living program	ABH	$ 223.35			-
93101	Parsons Child and Family Center	60 Academy Road Albany, New York 12208	fire setters emotionally disturbed crisis residence	developmentally disabled residential treatment facility	FBH GH G:H-E GH-S	$ 43.57 $ 210.67 $ 326.57 $ 267.73	I I-S FBH-T FBH-T MDTFC	$ 251.56 $ 254.46 $ 65.77 $ 70.90	66,382.34
94601	Snell Farm Children's Center	7320 Snell Hill Road Bath, New York 14810	Anger Management Victim Therapy Sexual Education/Social Skills	Offender Treatment Family Counseling	I	$ 346.96			-
93501	St. Catherines Center for Children	40 North Main Avenue Albany, New York 12203	diagnostic unit fire setters multi-handicapped group home	developmentally disabled emotionally disturbed specialized foster care	FBH GH TFC GR-prog 2	$ 45.29 $ 278.74 $ 74.82 $ 319.35			-
93401	Saint Anne Institute	160 North Main Avenue Albany, New York 12206	drug/alcohol program emotionally disturbed	critical care unit NYS Regents Accredited	I	$ 194.87	I - HTP	$ 333.39	446,521.99
93601	St. Colman's Home	11 Huswell Road Watervliet, New York 12189	drug/alcohol program multi-handicapped autistic / deaf	developmentally disabled emotionally disturbed diagnostic	ABH I	$ 172.79 $ 182.38			337,084.60
95401	Villa of Hope	3300 Dewey Avenue Rochester, New York 14616	Serious Mental Health Behavioral Issues Psychiatric Illness	Chemical Dependency Adolescent Eating Disorders	I GH I-HTP	$ 277.00 $ 281.00 $ 366.65			-

CONTRACT NUMBER	NAME	ADDRESS	SPECIALIZED SERVICES		DAILY RATES				AMOUNT PAID IN 2012
93801	Astor Services for Children & Families a/k/a Astor Home for Children	6339 Mill Street, P.O. Box 5005 Rhinebeck, New York 12572	fire setters	emotionally disturbed	HTP-I FBH-T	$ 322.71 $ 63.75			-
94001	The William George Agency For Children's Services, Inc.	380 Freeville Road Freeville, New York 13068	drug/alcohol program critical care unit	sex offenders program emotionally disturbed	I I-HTP-SO I-HTP-S	$ 197.36 $ 306.01 $ 271.68	I-HTP-MR/ED I-HTP-MD	$ 313.12 $ 337.13	258,428.65
92101	House of the Good Shepherd	1550 Champlin Avenue Utica, New York 13502	drug/alcohol program diagnostic unit emotionally disturbed residential tx facility non-secure detention	critical care unit sexual offender program multi-handicapped respite fire setters	ABH FBH FBH-T GH	$ 222.61 $ 30.11 $ 54.12 $ 190.57	I I-E I-HTP	$ 230.88 $ 301.52 $ 365.72	7,535,905.21
94201	Toomey Residential and Community Services Corp.	1654 West Onondaga Street Syracuse, New York 13204	fire setters multi-handicapped ICF (OMH) Mother/baby	developmentally disabled autistic respite (OMH)	ABH FBH-T FBH	$ 248.57 $ 35.49 $ 37.50	ABH-Vani/miles	$ 264.37	170,396.38
94301	Vanderheyden Hall, Inc.	P.O. Box 219 Wynantskill, New York 12198	developmentally disabled sexual offenders program OMRDD programs	fire setters independent living program	GH I-E I	$ 224.25 $ 386.66 $ 260.95	I-HTP	$ 347.18	47,418.40
95801	You Gotta Believe! The Older Child Adoption & Permanency Movement	3114 Mermaid Avenue Brooklyn, New York 11224	Supervision of adoptive placement special needs adoption services		Adopt-fee	$ 35.62			3,740.10
					Total Paid 2011				**13,458,788.92**

Key for Daily Rates:

ABH = Agency Boarding Home
ABH - E = Agency Boarding Home Emergency
FBH = Foster Boarding Home
FBH -E + Foster Boarding Home Emergency
FBH-S = Foster Boarding Home Special
FBH-T = Foster Boarding Home Therapeutic
GH = Group Home
GH-E = Group Home Emergency
GH-S = Group Home Special
GR = Group Residence
I = Institutional Rate
I-E = Institutional Emergency
I-FS = Institutional Family Support
I-S = Institutional Special
I-SI = Institutional Sexual Issues
M = Maternity
R = Residential
MD-HTP = Multiple diagnosis

AGREEMENT
FOR PURCHASE OF FOSTER CARE FOR CHILDREN

This AGREEMENT made this 1st day of July, 2013, by and between the County of Oneida, through the Oneida County Department of Social Services, hereinafter called the Department, located at 800 Park Avenue, Utica, New York 13501, and **Foster Care Institution** hereinafter the Agency, located at _____ a foster care agency otherwise authorized by the New York State Office of Children and Family Services to provide foster care services.

WHEREAS, the Commissioner of Social Services of the County of Oneida, hereinafter Commissioner, is charged with the responsibility for the administration of all child welfare services in the County of Oneida pursuant to Section 395 et seq. of Social Services Law; and

WHEREAS, the Agency, under the terms of its corporate authority has the power to provide the services required to be performed pursuant to this Agreement, and

WHEREAS, the Department believes that the amount of funds to be paid to the Agency is reasonable and necessary to provide quality services;

NOW THEREFORE, in consideration of the mutual promises herein contained the Department and the Agency mutually agree as follows:

SECTION I- DEFINITIONS

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

1. **ADULT PERMANENCY RESOURCE** means a caring committed adult who has been determined by the Department to be an appropriate and acceptable resource for a child and is committed to providing emotional support, advice and guidance to the child and to assisting the child as the child makes the transition from foster care to responsible adulthood.

2. **AGENCY BOARDING HOME,** as defined in 18 NYCRR 441.2(i) and as described in 18 NYCRR Part 447, means a family-type home for the care and maintenance of not more than six (6) children operated by an authorized agency, in quarters or premises owned, leased or otherwise under the control of such agency, except that such a home may provide care for more than six (6) brothers and sisters of the same family.

3. **AGENCY WITH DESIGNATED CASE PLANNING RESPONSIBILITY** is the Department or voluntary authorized agency of the assigned Case Planner.

4. **ANOTHER PLANNED LIVING ARRANGEMENT WITH A PEMANENCY RESOURCE** means a permanency planning goal to assist foster care youth in their transition to self- sufficiency by connecting the youth to an adult permanency resource,

equipping the youth with life skills and, upon discharge, connecting the youth with any needed community and/or specialized services.

5. **ASSIGNED ROLE** means the role in the family services stage designated for each caseworker in the stage. The assigned role determines worker responsibilities and contract obligations of the worker's Department or Agency. Assigned roles are always initially designated by the Department and include: case manager, case planner, caseworker, and child protective services monitor. After a role is assigned to an Agency worker, it may be reassigned to another worker within that Agency.

6. **ASSOCIATED CASE WORKER** is a case worker, other than the case planner for the family, who is responsible for assessment, service provision, and planning for one or more specific child(ren) in the family who are placed in the worker's Agency.

7. **AUTHORIZED AGENCY,** as defined in section 371(10)(a) and (b) of the Social Services Law, includes either a social services district, an Indian tribe that has entered into an agreement with the New York State Office of Children and Family Services to provide foster care, or a corporation organized under the laws of New York State and approved by the New York State Office of Children and Family Services to provide foster care.

8. **CASE CONSULTATION** means the steps taken to assist in the development of the permanency hearing report and preparation for the permanency hearing in accordance with the standards set forth in 18 NYCRR 428.9(b) and (c).

9. **CASE INITIATION DATE (CID)** means the earliest of:
   a. the initial date of application for foster care services, mandated or non-mandated preventive services for children;
   b. the date that a report to the Statewide Central Register of Child Abuse and Maltreatment is determined to be indicated;
   c. the date of placement of a child in foster care pursuant to Article 3 or 7 of the Family Court Act or the date of removal of a child from his or her home which led to placement in foster care either pursuant to Article 10 of the Family Court Act or section 383-c, 384 or 384-a of the Social Services Law or placement in the direct legal custody of a relative or other suitable person by the court pursuant to Article 10 of the Family Court Act; or
   d. the date of a court-ordered preventive services or commitment of care, custody and/or guardianship of a child to the Department for placement with a voluntary authorized agency or foster parent.

10. **CASE MANAGEMENT** means those activities referenced in 18 NYCRR 428.2(b) related to overseeing all aspects of a case, including but not limited to: the making of timely and accurate eligibility determinations and service authorizations; following procedural safeguards regarding protection of the rights of the parents and child; providing care, maintenance and services appropriate to the child's needs; accepting voluntary placement

agreements under appropriate circumstances; timely initiating all appropriate judicial proceedings; approving each family assessment and service plan; and timely and accurate entry of all data required to be entered in the Welfare Management System (WMS), the Child Care Review Service (CCRS), CONNECTIONS and any other Statewide automated child welfare information system designed by the New York State Office of Children and Family Services. Case management is always the responsibility of the Department.

11. **CASE MANAGER** is an employee of the Department with responsibility to authorize the provisions of services; to approve client eligibility determinations according to 18 NYCRR 423.3(b), 430.9, 430.10 and 432.2; and to approve in writing or by electronic equivalent the family assessments and service plans, as defined in 18 NYCRR Part 428. The case manager is responsible for role assignment in the family services stage.

12. **CASE PLANNING** means those activities referenced in 18 NYCRR 428.2(c) necessary for provision, arrangement, coordination and evaluation of the services specified in the child and family's service plan. In addition, case planning includes referring the child and his or her family to providers of services as needed, and delineating the roles of the various service providers. Case planning responsibility also includes documenting client progress and adherence to the service plan by recording in the Uniform Case Record that such services are provided, as required by 18 NYCRR Part 428 and 18 NYCRR 430.9 through 430.12, and making casework contacts or arranging for casework contacts as required under 18 NYCRR 423.2(b)(3), 423.4(c)(1)(ii)(d)(2), 432.2 and 441.21.

13. **CASE PLANNER** is the caseworker with the primary responsibility for providing, or coordinating and evaluating, the provision of services to the family. The case planner delineates the roles of the various service providers and requires collaboration among all the case workers assigned to the family services stage so that a single family assessment and service plan is developed. The case planner is responsible for the family assessment and service plan and its submission to the case manager for approval. There is a single case planner, who may be an employee either of the Department or the Agency, assigned per family services stage. The case manager may be assigned as the case planner and perform the dual roles of case manager and case planner, except for approval of the family assessment and service plan which becomes the responsibility of the case manager's supervisor in this instance.

14. **CASE WORKER** is any additional Department or Agency staff other than case manager or case planner directly involved in a child welfare case who provides services to any family member, or assesses, evaluates, makes casework contacts, and/or arranges or coordinates one or more aspects of service delivery. The case worker contributes to the development of the family assessment and service plan as directed by the case planner. There may be multiple case workers assigned to a family services stage.

15. **CHILD PROTECTIVE SERVICES MONITOR** is an employee of the Department's child protective service who is monitoring services being provided by someone other than a

child protective service employee to the children and family named in an indicated report of child abuse or maltreatment.

16. **DEEMED TO HAVE A GOAL OF DISCHARGE TO ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE** means any child sixteen (16) years of age or older who has resided in foster care for at least twelve (12) months within the past thirty-six (36) months and who has a goal of discharge to parents or relatives or adoption. The category "deemed to have a goal of discharge to another planned living arrangement with a permanency resource" requires the same services as if the child has a goal of discharge to another planned living arrangement with a permanency resource.

17. **DISCHARGE SERVICES** means supervision services and may include the provision of, referral to, or coordination with other appropriate services, when the child has been returned to the home of his or her parents, other relatives, primary resource person or an adult permanency resource, as described in 18 NYCRR 430.12.

18. **FAMILY ASSESSMENT AND SERVICE PLAN** means the assessment and analysis of the family members' strengths, needs and problems; and the plan for services, as required by 18 NYCRR Part 428.

19. **FAMILY SERVICES INTAKE** means the CONNECTIONS stage for documentation of family information and events prompting the opening of a family services stage. A family services intake must be completed before a family services stage can be opened.

20. **FAMILY SERVICES STAGE** means the CONNECTIONS stage for documentation of cases open for child welfare services. There can be only one (1) open family services stage for a family per social services district. The family services stage is linked to a family case that is comprised of all past and current stages for the family.

21. **FUNDING ELIGIBILITY** means the initial determination of a family's eligibility for foster care services and required periodic re-determinations consistent with provisions of federal and State statutes and regulations, including but not limited to Title IV-E of the Social Security Act.

22. **FOSTER CARE OF CHILDREN** means all activities and functions provided relative to the care of a child away from his or her home twenty-four (24) hours per day in a foster family free home or a duly certified or approved foster family boarding home, or a duly licensed or certified group home, agency boarding home, child care institution, health care facility or any combination thereof. Foster care of children also means activities and functions relative to the care of a child away from his or her home twenty-four (24) hours per day in a home or facility operated or licensed by the New York State Office of Mental Health, New York State Office of Mental Retardation and Developmental Disabilities, or the New York State Office of Alcohol and Substance Abuse Services in accordance with the provisions of section 398(6)(g)(2) of the Social Services Law and the memorandum of

understanding between the New York State Office of Children and Family Services and such Office in accordance with Title IV-E of the Social Security Act.

23. **FOSTER CHILD** means a child who meets the criteria of 18 NYCRR 441.2(a).

24. **FOSTER FAMILY BOARDING HOME**, as defined in 18 NYCRR Part 443, means a residence owned, leased, or otherwise under the control of a single person or family who has been certified or approved by an authorized agency or by the New York State Department of Mental Hygiene or the New York State Office of Children and Family Services to care for children, and such person or family receives payment from the Agency for the care of such children.

25. **FOSTER PARENT** means a person, other than the child's parent, stepparent, or legal guardian, but including a relative within the third degree to the child's parent or step-parent, who is certified or approved to board children who are in the care, custody or guardianship of an authorized agency or the New York State Office of Children and Family Services, and who are placed for temporary or long term care.

26. **GROUP HOME,** as defined in 18 NYCRR 441.2(h) and as described in 18 NYCRR Part 448, means a family-type home for the care and maintenance of not less than seven (7), nor more than twelve (12) children who are at least five (5) years of age, operated by an authorized agency, in quarters or premises owned, leased or otherwise under the control of such agency, except that the minimum age limitation is not applicable to siblings placed in the same facility nor to children whose mother is placed in the same facility.

27. **INSTITUTION,** as defined in 18 NYCRR 441.2(f) and as addressed in 18 NYCRR Part 442, means any facility operated by an authorized agency for the care and maintenance of thirteen (13) or more children.

28. **LIFE SKILLS SERVICES** means services designated to assist foster children and former foster children to prepare for employment and post secondary education, and to make the transition to responsible adulthood. Life skills services include, but are not limited to, structured programs of vocational training, life skills instruction, post discharge services and supervision until twenty-one (21) years of age.

29. **PERMANENCY HEARING REPORT** means a sworn report as defined in section 1087 of the Family Court Act prepared in accordance with section 1089 of the Family Court Act in the form and manner as required by the New York State Office of Children and Family Services. The permanency hearing report must be filed with the court and submitted to the parties and other persons set forth in section 1089 of the Family Court Act no later than 14 days prior to each permanency hearing that includes, but not limited to, information regarding the health and well-being of the child, the reasonable efforts that have been made since the last permanency hearing to finalize the child's permanency plan and the recommended permanency plan for the child.

30. **PUBLIC CHARGE** means a child whose income and resources, including available parental support, are insufficient to meet the total cost of foster care, including the cost of clothing and providing for the child's special needs.

31. **REFERRAL** means a request made by the Department that the Agency provide a service for a public charge.

32. **PRIMARY RESOURCE PERSON** means any individual related or unrelated to a child who is determined by the Department and the Agency to be an actual or potential source of support, care or assistance for the child.

33. **SERVICE PLAN REVIEW** means a case conference, including at least the case planner or the child's caseworker and a third party reviewer. Efforts must be made to involve the child's parent(s), unless their rights to the child have been terminated, the child's guardian(s), the child ten (10) years of age or older, unless there is a documented reason related to the current necessity of placement why the child should not be involved, the child's current foster parent, caretaker relative or pre-adoptive parent and other participants to review and develop a service plan for the case in accordance with the standards set forth in 18 NYCRR 428.9 and 430.12(c)(2). A service plan review conference is required in order to complete the comprehensive assessment and service plan and each and family reassessment and service plan when a child is in foster care, except that a permanency hearing satisfies the requirements for a service plan review if such permanency hearing is held and completed within six (6) months of the previous service plan review.

34. **SUPERVISION SERVICES** means referral to or coordination with other appropriate available services for a child, until the child becomes twenty-one (21) years of age, when the child has been discharged to another planned living arrangement with a permanency resource as described in 18 NYCRR 430.12.

35. **THIRD PARTY REVIEWER** means an administrator or other person not responsible for the case management or delivery of services to a case or in the direct line of supervision for that case. The third party reviewer is a required participant in service plan reviews.

36. **UNIFORM CASE RECORD** means all documentation, both electronic and external, as required by 18 NYCRR Parts 428 and 466.

SECTION II - TERM OF AGREEMENT AND RENEWAL

1. The term of this Agreement is from July 1, 2013 through June 30, 2014 (maximum of twelve (12) months) and may be renewed in writing from year to year thereafter, subject to annual negotiations.

2. The parties hereto are under no obligation to renew this Agreement or to purchase or provide any care after the expiration of the term set forth herein or any renewal thereof, except as herein provided. Either party should give notice in writing of its intention not to renew the Agreement at least six (6) months prior to the expiration of this Agreement.

3. If negotiations for a new Agreement have not been completed upon expiration of this Agreement or subsequent renewal, the parties must enter into a written interim continuation agreement covering the period until negotiations are completed and a new Agreement is executed.

4. It is further expressly agreed that the Agency 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 term hereof.

SECTION III - SCOPE OF SERVICES

1. It is mutually agreed between the Department and the Agency that the Agency will provide foster care services and provide or obtain appropriate medical services in accordance with the standards prescribed by the New York State Office of Children and Family Services and as prescribed by federal and New York State laws and regulations, including, but not limited to Article 6 of the Social Services Law; 18 NYCRR Parts 427, 428, 430, 431 and 441-451; and the Program Narrative, which is attached hereto and incorporated herein as Schedule A.

2. The Agency warrants that it and its staff have all the necessary licenses, approvals and certifications currently required by the laws of any applicable municipality or local, state or federal government. The Agency further agrees to keep such required licenses, approvals and certificates in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the required time frames. The Agency shall promptly notify the Department of any enforcement action taken with respect to such license, approval or certificate and any action the Agency is taking with respect thereto. The Department agrees to thereafter notify the New York State Office of Children and Family Services of such enforcement action and Agency remediation.

3. The Department is responsible for the determination of eligibility of children for foster care through all applicable funding streams pursuant to the regulations, policies and procedures of the New York State Office of Children and Family Services and applicable federal requirements. The Department is also responsible for the determination of eligibility for adoption, eligibility for federal adoption assistance or State adoption subsidy in accordance with 18 NYCRR 421.24.

4. The Department is responsible for the initial and continued authorization of Medical Assistance eligibility and verification of citizenship or qualified immigration status of children in foster care pursuant to the regulations, policies and procedures of the New York State Office of Children and Family Services, and the New York State Department of Health and applicable federal requirements. The Department is responsible for the review of the status of Medical Assistance eligibility and authorization of continuous coverage for Medical Assistance for children in foster care at the time of discharge from foster care.

5. The Agency agrees to provide foster care for children in accordance with the Program Narrative and rates of payment appended to this Agreement as Schedules A and B. These rates are to be negotiated in accordance with the regulations of the New York State Office of Children and Family Services.

6. The Agency and the Department must cooperate in collecting and entering data into the child welfare information systems (WMS, CCRS and/or CONNECTIONS) and any other statewide automated child welfare information system designated by the New York State Office of Children and Family Services in the form and manner required by the New York State Office of Children and Family Services. The Agency will provide such information to said data system as is required by the Department. The Agency, at the option of the Department, agrees to record information in WMS and CCRS, as required, until CONNECTIONS is implemented by the Department.

7. To the extent that CONNECTIONS is implemented in the district, as determined by the New York State Office of Children and Family Services, CONNECTIONS will be the system of record and the Agency must enter and maintain required child welfare information, including but not limited to, person and family information, periodic family assessment and service plans, plan amendments, and Progress Notes in CONNECTIONS. The Agency must review all current information about its cases that is recorded by other workers in the family services stage. As additional components of CONNECTIONS are implemented in the district, as determined by the New York State Office of Children and Family Services, during the duration of this Agreement, CONNECTIONS will be the system of record in regard to such components and the Agency must enter and maintain required child welfare information in CONNECTIONS.

Once CONNECTIONS is implemented in the district, the Agency may not use its own internal system in lieu of CONNECTIONS. The Agency agrees to comply with applicable statutory and regulatory standards for recording child welfare information including, but not limited to, 18 NYCRR Parts 428 and 466.

8. The Agency must keep all CONNECTIONS equipment secure from theft and unauthorized use.

9. The Agency will not discriminate against employees, applicants for employment, or applicants for or recipients of services because of race, creed, color, national origin, gender, age, disability, marital status or sexual orientation.

10. The Department and Agency agree to provide the following in relation to each child covered by this Agreement. Department options are identified in Schedule C, which is attached hereto and incorporated into this Agreement.

A. STANDARDS RELATED TO PLACEMENT

1. Intake for Family Services

The Department, or the Agency at the option of the Department, will complete the family services intake, including but not limited to:

a. completion of the Application for Services (DSS-2921);

b. entry of demographic information into CONNECTIONS to create the Uniform Case Record Face Sheet;

c. completion of all required CONNECTIONS Intake components; and

d. performance of a person and case search to relate known persons and cases, unless the Department specifically retains this responsibility.

In the event the Agency completes the family services intake, it must submit it to the Department for acceptance within (5) [but no more than five (5)] days of taking the intake or the day upon which the child entered the Agency, whichever is earlier.

In the event that a child in the custody of the Department is placed by the court directly into the care of the Agency, or in the event a child in the custody of the New York State Office of Children and Family Services is placed directly into the care of the Agency, the Agency must complete the family services intake as described above and submit it to the Department for acceptance within (5) [but no more than five (5)] days of the day upon which the child entered that agency.

2. Opening of a Family Services Stage and Designation of Case Planner

Only the Department can open a family services stage. When the Department completes or accepts a family services intake, the Department will stage progress the family services intake to a family services stage and assign a worker role to the Agency that identifies Agency responsibilities in the family services stage.

The Department will open the family services stage and assign an Agency worker as either case planner for the family or case worker for the child at the time of the child's admission to the Agency or within (5) (but no more than five (5)) days of submission of the family services intake.

The Department will enter in CONNECTIONS the names and roles of any other case workers and service providers assigned to the case.

The provisions of this paragraph also apply to a child placed solely in the legal custody of the Commissioner of the New York State Office of Children and Family Services who is placed directly in the care of the Agency. For foster children placed solely in the legal custody of the Commissioner of the New York State Office of Children and Family Services and cared for by the Agency, the Department shall assign a role of case planner or case worker, as appropriate, in the Family Services stage to the Agency, and a role of case worker to the New York State Office of Children and Family Services within five (5) days of the family services intake. For those children in the legal custody of the Commissioner of the Department who are subsequently also placed into the legal custody of the Commissioner of the New York State Office of Children and Family Services and placed by the court in the care of the Agency, the Department shall determine and assign the case planner and the role of case worker to any other Agency staff and staff of the New York State Office of Children and Family Services, as appropriate, within five (5) days of intake. Such children shall be identified to be in the "joint custody" of the Commissioner of the Department and the Commissioner of the New York State Office of Children and Family Services.

3. Case Initiation Date (Day 1)

CONNECTIONS will calculate the Case Initiation Date (CID), in accordance with 18 NYCRR Part 428. The CID will be designated and displayed in CONNECTIONS as soon as a child protective services report is indicated, or upon worker entry of the date of application for services, date of removal/placement (depending on the category of foster care placement), or date of court-ordered services. The system will use the earliest of these dates as the CID.

4. Designation of Program Choice and Permanency Planning Goal

The Department or the Agency with designated case planning responsibility, at the option of the Department, must initially set child program choice(s) and a permanency planning goal. Where the Agency with designated case planning responsibility must initially set child program choice(s) and a permanency planning goal, the Agency with designated case planning and the Agency of the associated case worker must review and update program choice(s) and a permanency planning goal in CONNECTIONS, as appropriate, prior to opening each family assessment and service plan. The case planner, or the associated case worker at the direction of the case planner, must record programmatic eligibility for foster care placement and preventive services within each family assessment and service plan, while the Department must determine eligibility for all applicable funding streams.

The Department will remain responsible for reviewing the child's permanency planning goal throughout the foster care episode and will make a determination as to whether the permanency

plan goal for each child is appropriate and that the Agency has considered all appropriate options for discharge, including:

a. return to parent or guardian;

b. adoption;

c. legal guardianship or legal custody

d. placement with a fit and willing relative; or

e. placement in another planned living arrangement that includes a significant connection to an adult who is willing to be a permanency resource for the child, if there is a compelling reason for determining that it is not in the best interests of the child to have any of the discharge options noted in a-d above. Another planned living arrangement includes either discharge to another planned living arrangement with a permanency resource or adult residential care.

The Department will notify the Agency with designated case planning responsibility if the Department requires a change to the permanency planning goal or if the permanency goal is modified by the court.

5. Initial Family Assessment & Service Plan

The Agency with designated case planning responsibility must complete the initial family assessment and service plan and submit it to the case manager for approval no later than ten (10) days prior to the due date of the initial family assessment and service plan. The family assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager.

The Agency of the associated case worker must complete the initial family assessment and service plan components including case update, child strength, needs and risk scales, foster care issues, assessment analysis, and service plan outcome and activity blocks for the associated child, within the time period directed by the case planner.

Where there is a program choice of child protective, the case planner is responsible for the completion of the safety and risk assessment components of the family assessment and service plan, unless the child protective services worker/monitor is so designated by the Department. Completion of the safety and risk assessments is the responsibility of the case planner in non-protective cases.

If the Department places the child with the Agency within fifteen (15) days prior to the due date, or after the due date, of the initial family assessment and service plan, the Department will retain the role of case planner and such designated worker will complete the initial family assessment and service plan and submit it to the case manager for approval before assigning the Agency as designated case planner. A worker designated by the Agency will be assigned the role of caseworker in the interim. Where the Department case manager is also serving as case

planner, the family assessment and service plan must be submitted to the case manager's supervisor for approval.

The provisions of this paragraph and paragraphs (6) and (7) of the section dealing with "Standards Related to Placement" also apply to a foster child solely in the legal custody of the New York State Office of Children and Family Services who is placed directly in the care of the Agency. For a foster child placed solely in the legal custody of the New York State Office of Children and Family Services and cared for by the Agency, the Agency shall submit the family assessment and service plan to both the Department and the New York State Office of Children and Family Services for approval. The Department will have the ministerial CONNECTIONS role of case manager and the New York State Office of Children and Family Services will have the programmatic and functional role of case manager over such children. For children in the "joint custody" of the Commissioner of the Department and the New York State Office of Children and Family Services, the Agency shall submit the family assessment and service plan to both the Department and the New York State Office of Children and Family Services for approval. To the extent that the child is in the legal custody of the Commissioner of the Department, the Department, in cooperation with the New York State Office of Children and Family Services, retain the programmatic and functional role of case manager for such children.

6. Comprehensive Family Assessment & Service Plan and Subsequent Reassessment Family Assessment & Service Plans

The Agency with designated case planning responsibility must complete the ninety (90)-Day comprehensive family assessment, the first family reassessment and service plan no later than two hundred and ten (210) days from the case initiation date and each six (6)-month subsequent family assessment and service for the case as long as the Agency is the designated case planner and the child remains in the care of that Agency, unless the child entered the care of the Agency within thirty (30) days prior to the date the comprehensive or reassessment family assessment and service plan is due.

If the child was previously in the care of another Agency that had case planning responsibilities, and entered the care of the Agency within thirty (30) days prior to the date the family assessment and service plan is due, the Agency with previously designated case planning responsibility must complete the family assessment and service plan for that period and reassignment of the case planner role will be delayed until after its approval. If the child was not previously in care but entered the care of the Agency within thirty (30) days prior to the date the family assessment and service plan is due, the Department will complete the family assessment and service plan for that period and delay reassigning the case planner role until after its approval.

The Agency with designated case planning responsibility must complete the appropriate family assessment and service plan and submit it to the case manager for approval no later than ten (10) days prior to the date it is due as specified in 18 NYCRR Part 428. The family assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager. The Agency of the associated case worker must complete the family assessment and service plan components including case update, child strength, needs and risk

scales, foster care issues, assessment analysis, and service plan outcome and activity blocks for the associated child, within the time period directed by the case planner.

Where there is a program choice of child protective, the case planner is responsible for the completion of the safety and risk assessment components of the family assessment and service plan, unless the child protective services worker/monitor is so designated by the Department. Completion of the safety assessment is the responsibility of the case planner in non-protective cases.

The Department case manager will review and either approve or reject the family assessment and service plan no later than five (5) days following the submission of any family assessment and service plan.

If, after reviewing any family assessment and service plan, the Department disagrees with the assessment or the plan of services, the Department will contact the Agency with case planning responsibility within five (5) days of submission of the family assessment and service plan to discuss the area(s) of disagreement and necessary revisions. The modified family assessment and service plan, containing the revisions as agreed to by both parties, must be resubmitted by the Agency with case planning responsibility to the case manager for approval within five (5) days of the rejection of the family assessment and service plan. The assessment and service plan must be approved by the case planner's supervisor prior to its submission to the case manager.

7. Plan Amendment/Status Changes

If one of the following changes in program status occurs after completion of the initial, comprehensive or reassessment family assessment and service plan, and before the subsequent family assessment and service plan can be opened on the system, a plan amendment must be completed and submitted to the case manager for approval as required by 18 NYCRR Part 428:

a. Preventive services are started for a child;

b. Preventive services are ended for a child;

c. Case open to CPS;

d. Case closed to CPS;

e. A child is removed from his or her home and enters or reenters foster care;

f. A child is moved from one foster care setting to another;

g. A child is removed from his or her home and is placed in the direct custody of a relative or other suitable person pursuant to Article 10 of the Family Court Act;

h. A child becomes legally freed for adoption;

i. A child is discharged (trial or final) from foster care, including finalization of adoption; or

j. At the Department's option, the Agency must complete a plan amendment for a change to the visiting plan for a child, or for any other status change the Department so delegates.

The Agency with designated case planning responsibility or the Agency of the associated case worker of the relevant child, as determined by the Department, must complete the plan amendment as appropriate in accordance with the standards set forth in 18 NYCRR 428.7. The Agency with designated case planning responsibility must submit the plan amendment. The plan amendment must be approved by the case planner's supervisor prior to its submission to the case manager.

If a status change occurs subsequent to completion of the initial family assessment and service plan, it must be documented and approved by the Department within thirty (30) days of the change, except for when a case is opened for child protective services or child protective services are ended for a case, which must be documented and approved by the social services district having case management responsibility for the case within seven (7) days of the change. Except for the status changes referenced in (E) and (G) above, any other status change that occurs at the time of, or within sixty (60) days prior to, the due date of the next family assessment and service plan, the status change may be documented and approved as part of the next family assessment and service plan. Documentation within the family assessment and service plan must include all information regarding the status change required by the New York State Office of Children and Family Services. Such documentation must be provided in the form and manner as required by the New York State Office of Children and Family Services and, where appropriate or where a child has been removed from his or her home, must include a visiting plan and an update of the service plan for the family.

Documentation of status changes, whether on the plan amendment or within the family assessment and service plan, must include all information regarding the status change required by the New York State Office of Children and Family Services and, where appropriate, include an update of the service plan for the family.

8. Progress Notes

The Agency must maintain Progress Notes as required by 18 NYCRR 428.5. Progress Notes must be recorded in CONNECTIONS. The Agency must also review all current information about its cases that is recorded by other workers in the family services stage.

9. Maintenance of Current Information

The Agency is responsible for keeping demographic and tracked child detail information regarding the child and his/her family updated in CONNECTIONS. This includes designation of primary and secondary caretakers, maintenance of the family relationship matrix, and recording of child program choice(s) and permanency planning goal.

10. CONNECTIONS/UCR

The intake, family assessment and service plan, plan amendments, service plan reviews and Progress Notes must be recorded, submitted, approved, and maintained through CONNECTIONS.

11. Provision of Client Services

When any approved family assessment and service plan identifies needed services which the Agency does not provide, the Department, upon confirmation of the need for services, will directly provide or arrange for provision of those services to the clients.

12. Legal Activities

a. 358-a Petitions

If the child enters foster care pursuant to a voluntary placement agreement executed pursuant to section 384-a of the Social Services Law or a surrender executed pursuant to section 384 of the Social Services Law, the Department is responsible for the filing of the 358-a petition for court approval of the voluntary agreement or surrender within the time frames specified in section 358-a of the Social Services Law.

b. Permanency Hearings

i. Permanency hearings must be held in accordance with the standards set forth in the Social Services Law and the Family Court Act.

ii. For foster children placed pursuant to Article 10 of the Family Court Act, sections 384 and 384-a of the Social Services and all foster children completely freed for adoption, the following standards apply: 1) the initial permanency hearing for a child completely freed for adoption must be commenced no later that thirty (30) days after the hearing at which the child was freed and must be completed no later than thirty (30) days after commencement; 2) the initial permanency hearing for a child who is not completely freed for adoption must be commenced on the date certain established by the court that may be no later than six (6) months from the date that is sixty (60) days after the child was removed from his or her home and must be completed within thirty (30) days after commencement; and 3) all subsequent permanency hearings must be

commenced on the date certain established by the court that may be no later than six (6) months from the completion of the previous permanency hearing and must be completed with thirty (30) days after commencement.

iii. The Department shall be responsible for the completion and the submission of the permanency hearing report required in accordance with Article 10-A of the Family Court Act, unless otherwise expressly specified by this Agreement.

iv. For foster children placed pursuant to either Article 3 or 7 of the Family Court Act who are not freed for adoption the following standards apply: 1) the initial permanency hearing must be held no later that within twelve (12) months of the date the child is considered to have entered foster care or at an earlier date as required by State law or the court (for the purposes of this Agreement, a child is considered to have entered foster care pursuant to Article 3 or 7 on the date that is sixty (60) days after the child was removed from his or her home); and 2) all subsequent permanency hearings must be held every twelve (12) months from the preceding permanency hearing or at an earlier date as required by State law or by the court. Unless otherwise specified, the Department will file the petition for a permanency hearing.

v. For all categories of placements, the Agency agrees to provide the designated Department case manager with all requested documents determined by the Department as necessary to support a petition for a permanency hearing or the permanency hearing report, as applicable and the Agency must provide the Department with such documentation in support of the (permanency hearing/extension) petition or the permanency hearing report at least thirty (30) days prior to the date the Department must submit the permanency hearing report or file the petition with the court.

c) Section 1089 Orders

The Department or Agency in receipt of an order of disposition issued pursuant to section 1089 of the Family Court Act must notify the other of such disposition. Such notice must be provided within ten (10) days of the receipt of the court's disposition or no later than five (5) days prior to any necessary action, whichever is earlier. The Agency must comply with the dispositional decisions, unless such decisions involve an order to finalize an adoption proceeding, in which case compliance is the responsibility of the Department.

If the Department or the Agency receives an order from the Family Court pursuant to section 1089 of the Family Court Act requiring diligent efforts or an order to initiate a proceeding to legally free a child for adoption, the Department or the Agency will notify the other in writing or electronically of the order and send a copy of the order to the Department or Agency. Notification will take place within ten (10) days of the receipt of the order. Once the Agency is notified of the court order, it is the Agency's responsibility to comply with

the court order through working with the child and the family in regard to the exercise of diligent efforts. It is the responsibility of the Department or the Agency, at the option of the Department, to follow through on the necessary legal aspects of legally freeing a child for adoption.

d) Other Court Orders

The Department or Agency in receipt of any dispositional order of the court must notify the other of such disposition within ten (10) days of the receipt of the court's disposition, or no later than five (5) days prior to any necessary action, whichever is earlier. The Department will determine whether the Department or the Agency is responsible for carrying out orders of the court and so notify the Agency. The Agency must comply with any such orders so designated as their responsibility.

e) Agency Cooperation

The Agency agrees to provide appropriate staff as requested by the Department to testify in court in support of permanency goals or petitions for the extension of, or challenges to placement or in any other court proceedings where the testimony of staff of the Agency is deemed necessary by the Department. The Agency agrees to provide appropriate staff as requested by the Department to testify in court in support of a determination that reasonable efforts were made to finalize the foster child's permanency plan or to enable the foster child to return home safely.

f) Recording of Legal Activities

The Department, or the Agency at the option of the Department, must enter information regarding all filed legal petitions, court hearings and their resulting orders into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS legal functionality is implemented in the Department's district, as determined by the New York State Office of Children and Family Services, legal petitions, hearings and orders must be recorded in CONNECTIONS.

13. Registration and Photo Listing

The Agency must register and/or photo list with the New York State Adoption Service (NYSAS) any child in its care who is freed for adoption after the child enters the care of that Agency consistent with the standards and within the time frames specified by law and regulation including 18 NYCRR Part 420. If the Agency requires information from the Department for such registration and/or photo listing, it must notify the Department in writing of the information required. At the time the appropriate forms are sent to NYSAS, copies of the forms must also be sent to the Department.

The Agency must register with NYSAS any person who has applied to adopt a handicapped or hard to place child in accordance with the standards set forth in section 372-b(2-a) of the Social Services Law and 18 NYCRR Part 424.

The Department, or the Agency at the option of the Department, must enter information regarding adoption activities into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS adoption functionality is implemented in the Department's district, as determined by the New York State Office of Children and Families, registration and photo listing must be recorded, maintained, submitted and approved through CONNECTIONS, as specified in Schedule C.

B. STANDARDS RELATING TO NECESSITY AND APPROPRIATENESS OF PLACEMENT

1. Necessary Activities Prior to Placement

If a child at risk of placement is unknown to the Department or is a sibling of another child who is currently in the care of the Agency, the Agency must notify the Department of an impending foster care placement within five (5) days of the identification of the child as being at risk of care so the Department can authorize the preventive services to be provided by the Agency and/or direct the Agency to locate alternative living arrangements for the child, as appropriate.

If authorized by the Department, the Agency must offer preventive services to the child and the child's family prior to the child's foster care placement and attempt to locate safe alternative living arrangements, pursuant to 18 NYCRR Section 430.10.

2. Necessity and Appropriateness of Placement

The Department will require that the Agency with designated case planning responsibility, or the Agency of the associated case worker, document sufficient assessment information as required by 18 NYCRR 430.10 and 430.11 in the family assessment and service plan to justify the placement of the child into foster care and to justify the placement of a child into a specific type or level of placement. If the placement does not meet the standards set out in 18 NYCRR 430.11 for that specific type/level of care, the Department will so notify the Agency and request modified and updated assessment information.

3. Continued Necessity and Appropriateness of Placement

The Department will require that the decision to continue a child in a foster care setting and the decision to transfer a child to a specific type/level of placement are made pursuant to 18 NYCRR 430.10 and 430.11.

The Agency with designated case planning responsibility, or the Agency of the associated case worker, as determined by the Department, must document sufficient assessment information as required by 18 NYCRR 430.10 and 430.11 in the family assessment and service plan to warrant the continued placement of the child in foster care. If applicable, such documentation must justify the placement of the child in a more restrictive level of care than where the child was previously placed, and/or document compliance with the continuity of environment standards set forth in 18 NYCRR Section 430.11 if a change in placement has occurred since the prior family assessment and service plan review.

The Agency also must provide, or arrange for, services that attempt to alleviate the circumstances or needs of the child or the child's family that may be causing the child's placement.

DILIGENCE OF EFFORT

1. Consistency

The Agency with designated case planning responsibility and the Agency of the associated case worker must verify and document that the service goals and tasks included in the family assessment and service plan for the child and/or family are related to the specific needs exhibited by the child and/or family which contributed to the child's eventual placement in care. The Agency must complete the family assessment and service plan for the child and/or family with supporting, relevant documentation.

2. Service Plan Review

The Agency with designated case planning responsibility, or other agency specified by the Department, must convene and hold the review panel for each service plan review in compliance with 18 NYCRR 430.12(c)(2) no earlier than sixty (60) days, but no later than ninety (90) days from the date the child was removed from his or her home, or where the child is placed in foster care pursuant to Article 3 or 7 of the Family Court Act, no earlier than sixty (60) days, but no later than ninety (90) days from the date the child was placed in foster care. The case planner or other convener is responsible for notifying the Department at least two (2) weeks prior to the scheduled review date and for inviting the case manager, and child protective services monitor if applicable, to attend the service plan review.

The Agency with designated case planning responsibility, or the Department at its option, is responsible for locating an independent third party reviewer to attend and participate at the service plan review. The Agency with designated case planning responsibility is responsible for inviting other case workers and service providers to the service plan review and obtaining their input into the service plan.

The Agency with designated case planning responsibility must make efforts to involve all required participants in the development and review of the service plan and at the case service plan review conference in compliance with 18 NYCRR 430.12(c)(2)(i)(a).

The Agency with designated case planning responsibility is responsible for inviting each participant in writing, or by electronic notice if the invitee has access to CONNECTIONS, at least two (2) weeks prior to the service plan review. The Agency must hold service plan reviews by the family assessment and services plan submission date in all cases.

A permanency hearing satisfies the requirements for a service plan review if such permanency hearing is held and completed within six (6) months of the previous service plan review.

In accordance with 18 NYCRR 430.12 (c)(2)(i)(b), when possible, the Agency with designated case planning responsibility representative must, no later than thirty (30) days after the date of the service plan review, make face-to-face contact with the invited participants who were unable to attend the service plan review. At the face-to-face contact, the Agency must provide the participants with the information required by 18 NYCRR 430.12 (c)(2)(i)(b).

If the face-to-face contact is not possible, the Agency must send the invited participants a letter informing them that the service plan review was held and that a copy of the service plan and all other information required by 18 NYCRR 430.1(c)(2)(i)(b) will be made available to them upon request, provided, however, a copy of the service plan must be given to the child's parent(s).

The Agency must document in CONNECTIONS that each of the above requirements has been met.

3. Case Consultation

The Agency with designated case planning responsibility, or other specified agency at the option of the Department, must satisfy the case consultation requirements set forth in 18 NYCRR 428.9 for each child defined in section 1087 of the Family Court Act in preparation for each permanency hearing held in accordance with Article 10-A of the Family Court Act, including those where the permanency hearing will satisfy the requirement for the service plan review.

The case consultation must be conducted no earlier than sixty (60) days, prior to the date certain of the permanency hearing and must be completed with sufficient time to finalize and submit the permanency hearing report at least fourteen (14) days before the date certain for the permanency hearing.

The Agency with designated case planning responsibility, or other agency specified by the Department, must comply with the standards relating to participation, purpose and documentation of the case consultation process, as set forth in 18 NYCRR 428.9(b)-(c).

4. Casework Contacts

The Agency with designated case planning responsibility and the Agency of the associated case worker must maintain casework contacts with the child and the child's current foster care caretaker (or provider) once the child enters the Agency's care. Casework contacts must be provided in accordance with 18 NYCRR 430.12(c)(3) and 441.21.

The Department has the option, on a case-by-case basis, to continue to provide case planning services and make casework contacts with the family. If the Department chooses to exercise this option, it will notify the Agency at the time the case is referred to the Agency and the Agency will be assigned the role of case worker.

5. Visitation

The Agency with designated case planning responsibility and where there is one or more children placed in an Agency other that the Agency with case planning responsibility, the Agency of the case worker associated with the child will be responsible for facilitating visitation between the child and the child's parent and/or sibling(s), as required by 18 NYCRR 430.12(d)(1) and 431.10(e).

The Department has the option on a case-by-case basis to continue to provide services to the parents, siblings or relatives and to maintain the responsibility for facilitating the parent-child visitation. If the Department chooses to exercise these options, the Department will so notify the Agency no later than ten (10) days after the child's admission to the Agency.

6. Time in Foster Care

If the child has a permanency planning goal of return to parents or relatives, the Department is responsible for reviewing the child's placement and court related information in CONNECTIONS and/or CCRS to take required actions under federal and New York State statute and regulation, including but not limited to, those requirements relating to permanency planning and/or the filing of a petition to terminate parental rights, as set forth in section 384-b(3)(l) of the Social Services Law and 18 NYCRR 430.12(e) and 431.9.

The Department will notify the Agency to review the case to determine if preventive services could aid in the discharge of the child, and to make a recommendation to the Department. If preventive services are authorized by the Department and cannot be provided by the Agency, the Department will notify the Agency regarding which specific agency is to provide such services.

7. Unplanned Termination

Termination of Placement - The Agency must give the Department a minimum of a fifteen (15) days prior written notice of its intention to request the removal of a child in the Agency's care.

Should termination of placement be necessary for any reason for a child specifically placed with the Agency by court order, the Department will seek termination or modification of the placement order in the appropriate Family Court.

At the point that the Agency can no longer provide for a child at the appropriate type and level of placement needed by the child within its own facilities, the Agency must notify the Department. The Department will thereafter conduct a diligent search of potential placement resources appropriate for the child within New York State, refer the child to any appropriate identified resource, and provide updates to the Agency. At the point the search has been exhausted, a conference will be held by the Department case manager with the Agency. Following such conference, a notice of termination of placement with the Agency may be given by the Agency to the Department pursuant to the agreements reached at the conference.

D. DISCHARGE TO ADOPTION

1. Placement in Adoptive Home

If the child has a permanency planning goal of discharge to adoption, the Agency, at the option of the Department, will locate an appropriate adoptive home for the child and place the child in such home with the knowledge and consent of the Department within the time frames set forth in 18 NYCRR 430.12(e). The Agency must not delay or deny placement of a child freed for adoption with otherwise suitable approved adoptive parents on the basis that the approved adoptive parents reside in a state or county different from that of the authorized agency with custody and guardianship of the child. The Agency agrees to comply with the standards forth in the Howard M. Metzenbaum Multiethnic Placement Act of 1994 (P.L. 103-382), as amended by the Small Business Job Protection Act of 1996 (P.L. 104-188) relating to the placement of children in foster care and adoption.

2. Finalization of Adoption

a. If the permanency plan for the child is adoption or placement in a permanent home other than that of the child's parent and the Agency is an approved adoption agency, the Agency must document in Progress Notes and in the family assessment and service plan, the steps taken to find an adoptive family or other permanent living arrangement for the child; to place the child directly or through another authorized agency with an adoptive family, a fit and willing relative, a legal guardian/legal custodian, or in another planned permanent living arrangement; and to finalize the adoption or legal guardianship/legal custody. At a minimum, such documentation must include child specific recruitment efforts such as the use of state, regional, and national adoption exchanges including electronic exchange systems. Such documentation must reflect reasonable efforts to place the child in a timely manner and to finalize the placement of the child.

b. If an Agency is not an approved adoption agency, and the Department will conduct the adoption home study for the Agency foster parent. The Agency must make every effort to provide the Department with all documents necessary for approval of the foster home as an adoptive home, including, but not limited to recent medical records, criminal

history record summaries, Statewide Central Register data base checks, home study documentation, child social summary, and agency caseworker recommendations.

c. The Agency must provide information regarding the adoption subsidy and non-recurring adoption expenses programs to foster parent(s) and prospective adoptive parent(s) upon request and at the time a proceeding to free the child for adoption has been commenced or a child is identified to prospective adoptive parent(s), in accordance with 18 NYCRR 421.24 (b). At the time of an adoptive placement, the Agency must provide an adoption subsidy and non-recurring adoption expenses agreement to any person(s) who desires to apply for an adoption subsidy and must send the completed subsidy and non-recurring adoptions expenses agreement and all relevant agency documentation to the Department for final approval within fifteen (15) days of receipt of the completed subsidy agreement. The Department, if authorized, will approve or reject the adoption subsidy and non-recurring adoption expenses agreement within thirty (30) days of its submission, or if the Department is not authorized, will send it to NYSAS for final approval.

d. The Agency, or the Department at its option, must enter information regarding all adoption activities into CCRS until the implementation of CONNECTIONS Build 19. Once CONNECTIONS adoption functionality is implemented in the Department's district, as determined by the New York State Office of Children and Family Services, adoption activities must be recorded, submitted and approved in CONNECTIONS.

E. DISCHARGE TO ANOTHER PLANNED LIVING ARRANGEMENT WITH A PERMANENCY RESOURCE

1. Setting of Goal

The goal of 'Place in another planned living arrangement with a permanency resource' may be set in accordance with the requirements of 18 NYCRR 430.12(f).

2. Preparation for Discharge

The Agency is responsible for assessing the life skills of all foster children fourteen (14) years and older at least every six (6) months and documenting within the family assessment and service plan, the child's progress toward attaining each life skill outcome.

The Department, or the Agency at the option of the Department, must provide, or arrange for the provision of, life skills services to all foster children fourteen (14) years of age and older, regardless of the child's permanency planning goal.

The Department, or the Agency at the option of the Department, must require that foster children fourteen (14) years of age and older participate directly in designing their own program activities to prepare them for discharge and that the child accept personal responsibility for satisfying his or her part of the program.

The Agency must document the type of service and/or instruction provided, and the provider of the service/instruction in the case record, consistent with 18 NYCRR Parts 428 and 430.

The Department, or the Agency if authorized by the Department, must issue monthly stipend payments to each foster child sixteen (16) years of age or older with a permanency planning goal of discharge to another planned living arrangement with a permanency resource or deemed to have a goal of discharge to another planned living arrangement with a permanency resource and who is actively participating in life skills services according to his/her service plan in conformance with 18 NYCRR 430.12(f)(2)(i)(b). The Department will provide or arrange for the provision of a monthly stipend payment to each eligible child.

The Department, or the Agency at the option of the Department, must identify any persons, services and agencies which will help the child maintain and support himself / herself in the community, and must assist the child to establish contact with such agencies, service providers and persons and prepare the child to use such community resources.

The Department, or the Agency at the option of the Department, must provide for regular and continuous exploration and development of permanency alternatives for all foster children over fourteen (14) years of age, including foster children over fourteen (14) who have previously refused adoption. The Department, or the Agency at the option of the Department, must document the specific efforts to identify and nurture a permanent family connection or other adult permanency resource who is determined to be an appropriate and acceptable resource for the child and is committed to providing emotional support, advise and guidance to the child and to assist the child as the child makes the transition form foster care to responsible adulthood.

The Department, or the Agency at the option of the Department, is responsible for providing a written notice of discharge to the child at least ninety (90) days prior to the child's discharge in accordance with 18 NYCRR 430.12 (f).

At the time of the Ninety (90) Day Notice, the Department or the Agency, as determined by the Department, must address the following issues related to the child's safety, permanency, and well being upon discharge:

a. appropriate housing that is expected to be available for at least 12 months from the date of discharge is secured;

b. the child has a sufficient source of income;

c. medical coverage is available to the child upon discharge for preventive health care and identified physical, mental, dental health and prescription needs;

d. medical assistance coverage for the child will continue uninterrupted until a final determination that the child is ineligible has been made, with notice to the child of the final determination and of the right to a fair hearing to contest the determination;

e. arrangements have been made for the child to receive essential documents such as birth certificate, social security card, medical records, and education records at the time of discharge;

f. an adult permanency resource is available or is being sought to provide emotional support/advice/guidance upon the child's discharge;

g. any safety concerns related to the child's discharge from foster care are being addressed; arrangements have been made with service providers for services that the child will need upon discharge; and

h. the child has been advised of the services that will be available to him/her upon discharge from foster care until he/she attains the age of twenty-one (21).

The information regarding these issues must be updated at the time of trial discharge, and again, at final discharge. The Department or the Agency, as determined by the Department, is responsible for documenting the above information in a plan amendment or family assessment and service plan.

3. Trial Discharge

The Department or the Agency at the option of the Department and at a rate that is applicable with the provision of trial discharge/aftercare services, must provide trial discharge/aftercare services, as required in 18 NYCRR 430.12(f)(4)(i)(a), including casework contacts, to every child discharged to another planned living arrangement with a permanency resource and every child deemed to have been discharged to another planned living arrangement with a permanency resource for at least six (6) months after discharge. The child will remain in the custody of the Department during the entire period of trial discharge. Trial discharge may continue at the discretion of the Department up to the age of twenty-one (21) if the reassessment and service plan review indicates either the need for continued custody or a likelihood that the child may need to return to foster care. Face-to-face contacts during the trial discharge period must occur at the same frequency as required prior to the child being placed on a trial discharge status.

In the event the child becomes homeless during the period of trial discharge, the Department will assist the child to obtain safe and stable housing. Such housing must reasonably be expected to remain available to the child for at least the first twelve (12) months after the date of discharge. If appropriate housing is not available within thirty (30) days of the date the child becomes homeless, the Department may place the child in a suitable foster family boarding home, agency boarding home, group home or institution. These provisions regarding trial

discharge do not apply where a court order terminates the Department's custody of the child or where the child reaches the age of twenty-one (21).

4. Post-Discharge

The Department, or Agency at the option of the Department, must provide supervision until the child reaches twenty-one (21) years of age after the Department's custody has been terminated where the child has been discharged to another planned living arrangement with a permanency resource, deemed to have a goal of another planned living arrangement with a permanency resource, or had remained in foster care until the age of 18 or older. During the period of supervision, the Department will be responsible for providing or arranging for financial, housing, counseling, employment, education, medical and other appropriate supports and services as needed, and follow-up efforts. At the time custody of the child is terminated, the Department will advise the child in writing about how to obtain assistance, if needed, upon his or her discharge from foster care.

F. DISCHARGE TO ADULT RESIDENTIAL CARE

The goal of discharge to adult residential care may be set in accordance with the requirements of 18 NYCRR 430.10(c)(5) and 430.12 (g)(1)(i). The Department will review the decision to set that permanency goal in order to determine if there is compliance with the above regulatory standards.

The Agency must document compliance with the standards for setting the permanency goal. The Agency must plan for the discharge of the child as required in 18 NYCRR 430.12(g)(2) and, as applicable, 18 NYCRR 441.14 concerning additional requirements applicable to handicapped children in foster care who attain the age of 18.

G. PREVENTIVE SERVICES

The Department will make the initial decision to authorize mandated preventive services, as well as the decision to reauthorize the case as a mandated preventive services case, in compliance with the client programmatic eligibility standards presented in 18 NYCRR Section 430.9.

The Agency with designated case planning responsibility or the Agency of the associated case worker, as determined by the Department, must document initial and continuing client programmatic eligibility for mandated preventive services within each family assessment and service plan. The Department will review programmatic eligibility documentation in CONNECTIONS.

For those cases involving more than one service provider, the Department, through its case management responsibility, will assign a specific party as the case planner and the remaining providers as case workers.

H. THE AGENCY AGREES TO PROVIDE THE FOLLOWING IN RELATION TO EACH CHILD COVERED BY THIS AGREEMENT:

1. Care of the child in compliance with 18 NYCRR Parts 441 – 451, as applicable.

2. Intake

Utilizing the referral summary information provided by the Department, the Agency must determine whether the services it provides are appropriate to meet the needs of the child being referred. The Agency has (30) days (but no more than thirty (30) days) from the initial referral of the child to make this determination and notify the Department.

3. Clothing

Upon placement, clothing needs of a child must be inventoried by the Agency. Any clothing needs identified must be purchased by the Agency. The Department will authorize allowances to buy necessary clothing and special allowances to buy additional clothing consistent with 18 NYCRR 427.16. The Agency must furnish all replacement clothing as needed during the child's placement and consistent with 18 NYCRR 427.16(a)(4). The Agency must furnish at the time of discharge a basic season-appropriate outfit. Upon discharge, the child is to take with him or her all of his or her possessions and clothing.

4. Medical Services

The Agency is responsible for providing or obtaining necessary and appropriate medical services for any foster child in its care. The Agency must comply with the standards set forth in 18 NYCRR 441.22 regarding health and medical services for foster children.

The Agency must transmit to the Department documentation necessary to establish citizenship or qualified immigration status in order to authorize categorical Medical Assistance eligibility for a child in foster care. The Agency must record required information in CONNECTIONS upon implementation of Build 19, as determined by the New York State Office of Children and Family Services. Responsibility for authorization and reauthorization for Medial Assistance remains with the Department.

The Agency agrees to comply with the requirements set forth in 18 NYCRR 357.3(b) relating to the dissemination of the comprehensive health history of a foster child. The Agency must provide the comprehensive health history to the Department and/or appropriate authorized agency within seven (7) days of the request. The Agency must record required health and medical information in CONNECTIONS upon Build 19 implementation.

The parties agree that nothing in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) prevents the Agency from sharing protected health information on foster children cared for by the Agency with the Department, OCFS or documenting such information in CONNECTIONS.

5. Notification of Death, Injury or Illness

The Agency must immediately notify the Department whenever a child in its care has died or has suffered an injury, accident or illness which requires emergency medical treatment at a hospital on either an inpatient or outpatient basis. The Agency must also comply with the reporting requirements set forth in 18 NYCRR 441.7(c) in regard to the New York State Office of Children and Family Services and the death or injury of foster children in its care.

The Agency, in accordance with 18NYCRR 441.22(p), must notify the New York State Office of Children and Family Services and the local health department if a foster child is discovered to have an elevated blood lead level. The Agency must also provide such notice to the Department.

6. Confidential HIV - Related Information

The Department and the Agency agree to comply with the requirements of 18 NYCRR 431.7(a) to formulate and implement a written management plan to protect health history information related to an individual who has been diagnosed as having Acquired Immune Deficiency Syndrome (AIDS) or a Human Immunodeficiency Virus (HIV)-related illness or a HIV infection or laboratory tests performed on an individual for HIV-related illness.

The Agency agrees to require that staff, to whom confidential HIV-related information is disclosed as a necessity for providing services and in accordance with 18 NYCRR 431.7 and section 2782 of the Public Health Law, are fully informed of the penalties and fines for redisclosure in violation of New York State law and regulation.

The Agency and the Department will require that any disclosure of confidential HIV-related information must be accompanied by a written statement which includes the following or substantially similar language:

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

7. Absent Without Consent

The Agency must notify the Department as immediately as practical, but in no circumstance later than twenty-four (24) hours after the absence, when a child is absent without consent and must follow the requirements as set forth in 18 NYCRR 431.8. The Department or the Agency, as determined by the Department, must provide written notice to the Family Court that placed

the child into foster care of the child's absence without consent within forty-eight (48) hours of the reported absence.

8. Education Program

The Department will not reimburse the Agency for any educational costs for a child placed in a group home, agency boarding home, or foster boarding home. These children must be enrolled in the public school educational program, unless another educational option is detailed in the child's family assessment and service plan. The Agency must record required education information in CONNECTIONS upon Build 19 implementation. The Agency will comply with the standards set forth in 18 NYCRR 441.13 regarding education of foster children in its care.

9. Summer Education Program

The Department will not reimburse the Agency for summer school tuition costs unless the Agency receives the Department's prior authorization for such costs and the need for the summer program is detailed in the child's family assessment and service plan.

10. Education Tuition Reimbursement

Children placed in child care institutions must be educated in the least restrictive educational program, based on an evaluative process defined by the rules and regulations of the New York State Education Department, and tuition reimbursement for such a child will be at the rate calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable sections of the Education Law governing tuition reimbursement for such children.

11. Removals

Removals from a foster family boarding home will be made in accordance with the requirements of section 400 of the Social Services Law and 18 NYCRR 443.5. The Agency must provide the required written notice to the foster parent(s).

12. Child Abuse and Maltreatment

The Agency agrees to comply with the provisions governing the reporting of suspected cases of child abuse or maltreatment, as set forth in sections 413-416 and 418 of the Social Services Law, and the requirements for State Central Register data base checks as set forth in section 424-a of the Social Services Law.

The Agency agrees to promptly notify the Department of any report of suspected child abuse or maltreatment occurring in the program regarding any child placed by the Department with the Agency, to notify the Department of the actions taken the Agency in regard to the report and to confirm that, to the extent authorized by law, the parents of the child who is the alleged victim

of such abuse or maltreatment will be notified by the appropriate investigative agency of such report.

13. Certification and Approval of Foster and Adoptive Parents

The Agency agrees to comply with all certification and approval requirements for foster parents set forth in 18 NYCRR Part 443 and all approval requirements for adoptive parents set forth in 18 NYCRR Part 421. This includes, but is not limited to criminal history record reviews, State Central Register data base checks, and required medical exams for foster/adoptive parents and their family members. The Agency agrees that children will not be placed in any foster or adoptive home unless applicable requirements for certification, or approval, including emergency approval or certification, have been met.

14. Travel Expenses

If a transportation expense for home visits is not included in the board rate, the Department will authorize transportation in accordance with the visitation plan component of the child's family assessment and service plan.

If a transportation expense for home visits is included in the board rate, the Agency is responsible for transportation expenses if the destination is within fifty (50) miles of the facility. If the destination is more than fifty (50) miles from the facility, the Department is responsible for transportation costs, including the first fifty (50) miles.

I. CLOSING A FAMILY SERVICES STAGE

The Department has sole responsibility for closing the family services stage.

SECTION IV – FAIR HEARINGS

Pursuant to 18 NYCRR Part 358, the Department will notify eligible applicants for, or recipients of, services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or the failure of the Department to act upon an application within the appropriate time frames. The Department also will inform applicants for or recipients of preventive or adoption services how to make and submit a fair hearing request. The Department will provide the Agency with copies of the fair hearing decision it receives from the State of New York. The Agency, upon the request of the Department, must participate in fair hearings and any appeals thereof as witnesses when necessary for a determination of the issues.

SECTION V – REIMBURSEMENT

The Agency agrees that payment by the Department is contingent upon the Agency submitting an appropriate claim form, which has been approved by the Department, to the person designated by the Department certifying the satisfactory completion of the Agency's performance and setting forth the payment to be made.

The Department agrees to pay to the Agency, on a monthly basis, within thirty (30) days of receipt of a billing statement, an amount equal to the applicable per diem rate(s) set forth in Schedule A, multiplied by each day of care actually provided by the Agency for each public charge placed with it, in accordance with this Agreement; provided, however, payment is not to be made for a child when the child is absent from the Agency for reasons other than those set forth in 18 NYCRR 628.3 and as defined by the New York State Office of Children and Family Services in the Standards of Payment Manual, Chapter 10, Section F. Payment will not be made to the Agency for the day the child is discharged from foster care.

A per diem dollar amount for each of the program types such as foster boarding home, agency boarding home, group home and institution must be specified in Schedule A which is attached hereto and which is incorporated with this Agreement. When the negotiated per diem rate exceeds the State established Maximum State Aid Rate (hereinafter MSAR), the MSAR will be used for purposes of State and federal reimbursement. Such per diem dollar amount shall be subject to the standards set forth in section 398-a of the Social Services Law and 18 NYCRR Part 427.

The medical per diem rate(s) established by the New York State Department of Health constitutes the daily rate established to be paid to the Agency for health expenses and provision of health services to a foster child, with some specified exceptions. The medical per diem rate(s) must be set forth in Schedule B.

The applicable tuition rate for the appropriate educational services for children placed in child care institutions will be at the rate calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable sections of the Education Law governing tuition reimbursement for such children.

The anticipated total cost of the Agreement is an estimate and serves as the limit of obligation under this Agreement. Should it appear that the anticipated total cost may be exceeded, an amendment to the Agreement must be executed. The anticipated total cost serves only as an upper limit and in no way obligates the Department to purchase child foster care services, maintenance, medical and education costs up to this amount. The anticipated total cost can be based upon experience during the past Agreement year modified by the anticipated experience during the new Agreement period. This amount includes the estimated cost of maintenance, social services, medical and education costs to the Department.

The total cost of this Agreement may not exceed $ 1,500,000.

SECTION VI – GENERAL RESPONSIBILITIES FOR PARTIES

The Agency has the responsibility in accordance with this Agreement and with applicable New York State Office of Children and Family Services' regulations for the day-to-day provision of foster care services for each child placed with the Agency. It is recognized by the parties

hereto, however, that ultimate responsibility for the welfare of each child rests with the Department.

The Agency must maintain sufficient staff, facilities and equipment, in full compliance with all applicable regulations of the New York State Office of Children and Family Services in order to provide the services set forth in Schedule A of this Agreement.

The Agency agrees to provide the services described in Schedule A of this Agreement at the principal location listed in Schedule A of this Agreement and agrees to provide the Department with written notification of the location(s) of any additional support services that are provided outside of the aforementioned address(s) in conjunction with the applicable child service plan. The Department agrees to notify the Agency of the identity of the person(s) assigned case management responsibility for each child receiving foster care services from the Agency.

The Department agrees to notify the Agency of the identity of the person(s) assigned as the child protective services monitor for the child protective services recipients receiving foster care services from the Agency.

The Department will determine, during the initial client eligibility process, the availability of any third party insurance resources upon placement of the child into foster care. Such process must be conducted pursuant to the Child Welfare Eligibility Manual issued by the New York State Office of Children and Family Services. When such resources are determined to be available, the Department agrees to properly code each case and provide the Agency with as much information as is available.

The Department each month will provide the Agency with a roster of the children in the Department's custody placed with the Agency. This roster will also provide information on third party health insurance through the placement of a code in the column named "Other Insurance." The Agency must pursue all third party health insurance available to children in its care. If the Agency contracts with a health care provider, it must require that the provider makes diligent efforts to determine if the foster children have third party coverage, and must attempt to utilize such coverage when applicable.

SECTION VII - BOOKS, RECORDS AND REPORTS

All case specific information contained in the Agency's files must be held confidential by the Department and the Agency pursuant to the applicable provisions of the State law and any regulations promulgated there-under, including, but not limited to, sections 372 and 422 of the Social Services Law, section 2782 of the Public Health Law, and 18 NYCRR Parts 357, 423, 428, 431 and 466, as well as all applicable federal laws and regulations, including but not limited to, the Civil Rights Act of 1964. Such information must not be disclosed except as authorized by law and unauthorized disclosure may result in criminal and/or civil penalties (see section 422 (12) of the Social Services Law).

The records of individual recipients of services maintained by the Agency must be made available to the Department and New York State Office of Children and Family Services upon request, in a form, the manner and time as required by the Department or the New York State Office of Children and Family Services.

The Department and the Agency agree to comply with statutory and regulatory standards relating to disclosure of foster care information to birth parents of foster children, foster parents, pre-adoptive and adoptive parents and to current and former foster children to the extent authorized by law, including but not limited to, sections 373-a and 409-e of the Social Services Law and 18 NYCRR 357.3 and 428.8.

The Department or the Agency may release foster care information to a person, agency, or organization for purposes of a bona fide research project. Identifying information may not be made available unless it is absolutely essential to the research purpose and prior written approval has been issued by the New York State Office of Children and Family Services. Anyone given access to such information may not re-disclose such information except as otherwise permitted by law.

The Agency agrees to maintain financial books, records, and necessary supporting documents as required by the New York State Office of Children and Family Services. The Agency must use accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of the services provided under this Agreement. The Agency agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal and statistical reports at the times prescribed by and on forms supplied by the New York State Office of Children and Family Services.

Such financial and statistical records are subject to inspection, review, excerpts, transcription or audit by authorized county, State and/or federal personnel.

The Agency and its subcontractor(s) agree to retain all books, records and other documents relevant to this Agreement for six (6) years after the Agency receives final payment for the services to which they relate, during which time authorized county, State and/or federal auditors will be provided with full access to and the right to examine the same. In addition, the Agency and its subcontractor(s), must make available, upon written request, this Agreement, and books, documents, papers and records of the Agency or subcontractor(s) that are necessary to certify the nature and extent of such costs involved, to the Secretary of the United States Department of Health and Human Services, or upon request, to the New York State Office of the State Comptroller, New York Attorney General's Office, or any of their duly authorized representatives.

SECTION VIII - ACCOUNTABILITY

The Department will establish methods to evaluate the provision of foster care services by the Agency pursuant to this Agreement. All provisions of this Section are to be interpreted

consistent with New York State law and applicable regulations. In implementing the foregoing, the Agency recognizes that the Commissioner of the Department, pursuant to statute, has ultimate responsibility for the protection and preservation of the welfare of all children within his or her jurisdiction and thus has the duty, ongoing throughout the term of this Agreement, to monitor the Agency with regard to the foster care services provided to the children referred hereunder.

The Agency agrees that program and/or facility review pertaining to the delivery of foster care services under this Agreement may be conducted at any reasonable time by qualified personnel from those local, State and federal agencies with the required legal powers and statutory authority to conduct such activities. Such reviews may include, but not be limited to, meetings with recipients of services, review of the uniform case records including, but not limited to, all information in the CONNECTIONS case records, review of service policy and procedural issues, review of staffing and job descriptions, and meetings with staff directly or indirectly involved in the provision of foster care services.

The Department will conduct a contract review with the Agency at least twice a year to discuss the Agency's services purchased by the Department. This review will include, but not be limited to, such items as frequency of contact and planning with families and significant others of foster children, scope of service plans and of achieving the goals stated therein, compliance with the State and federal laws, and the extent to which special mental health, remedial, tutorial and vocational services were provided after the Agency and the Department determined these services were necessary. These semi-annual contract reviews will include determination of the Agency's compliance with this Agreement.

If the Agency violates this Agreement, the Department may, after due written notice, take such actions or invoke such sanctions under this Agreement and any applicable regulations issued by the New York State Office of Children and Family Services, as it deems necessary.

The Agency must not make any subcontract for the performance of this Agreement without the prior written approval of the Department. The assignment of this Agreement, in whole or in part, or of any money due or to become due under this Agreement is void without the prior written approval of the Department. All authorized subcontractors are subject to federal and State requirements governing purchase of services contracts including, but not limited to, 18 NYCRR Part 405. The Agency is responsible for the performance of all subcontractor(s).

The Agency covenants and agrees that neither it nor any of its directors, officers, members, or employees has any interest, nor will they acquire any interest, directly or indirectly, which would substantially or adversely conflict in any manner or degree with the Agency's performance of this Agreement. The names and addresses of the members of the Board of Directors of the Agency is to be annexed to this Agreement.

SECTION IX – COMPLIANCE WITH LAW

The Agency represents and agrees to comply with all applicable federal laws, including, but not limited to, the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, the Howard M. Metzenbaum Multiethnic Placement Act of 1994 (P.L. 103-382) as amended by the Small Business Job Protection Act of 1996 (P.L. 104-188), the Indian Child Welfare Act of 1978 (P.L. 95-608) and Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable federal regulations contained in 28 CFR Part 41; 45 CFR Parts 74, 84, 93; 1355 and 1356.

The Agency, its subcontractors, and the Department agree to execute and comply with Appendix A, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; Appendix B, Certification Regarding Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, from the Code of Federal Regulations; and Appendix C, Certification Regarding a Drug-Free Workplace.

In addition, if the total cost of this agreement is in excess of $100,000, the Agency must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.

If the Agency expends $500,000 or more in a year in federal funds from all sources, audits must be conducted as required by OMB Circular A-133.

SECTION X – TERMINATION OF AGREEMENT

The Agreement may be terminated by the mutual written agreement of the contracting parties.

The Agreement may be terminated by the Department, for cause, upon the failure to the Agency to comply with the terms and conditions of this Agreement, including the attachments hereto. The Department will give the Agency written notice specifying the Agency's failure.

In addition to the termination provisions set forth above, the Department has the right to terminate this Agreement, in whole or in part, if the Agency has failed, at any time, to comply with any applicable federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the Agency, required by federal, state or local government is revoked, not renewed, or otherwise not in full force or effect, or in the event that the Agency fails to secure a new such license, approval or certification during the term of this Agreement, if required.

Notice of termination will be given in writing specifying the reasons for termination and the effective date of termination. Such written notice will be delivered via registered or certified mail with return receipt requested or will be delivered by hand with receipt provided by the Agency. The Agency agrees not to incur any new obligations or to claim any expenses incurred after the effective date of the termination. The effective date of termination is not to be less

than thirty (30) days from the date of notice, unless substantial breach of contract is involved, in which case the effective date of termination may be immediate effective on delivery of the termination notice. In any event, the effective date of termination will not be later than the Agreement expiration date.

Upon termination or upon expiration of the term of this Agreement, the Department will arrange for the transfer to another Agency of all children covered by this Agreement then serviced by the Agency.

The Agency must comply with all Department close-out procedures, including but not limited to: accounting for and refunding to the Department within (6) months any overpayments which have been paid to the Agency pursuant to this Agreement; not incurring or paying any further obligation under this Agreement beyond the termination date; transmitting to the Department or its designee, on written request, copies of all books, records, papers, documents and materials pertaining to the financial details of any services provided under the terms of this Agreement: and transmitting to the Department or its designee, on written request, copies of all case-specific information and documentation concerning children in the care of the Agency. The Agency must comply with all close out procedures of the New York State Office of Children and Family Services regarding foster care facilities as set forth in 18 NYCRR 476.2, and regarding foster boarding home programs, including but not limited to, the requirement to provide ninety (90) day written advance notice of the proposed closure of an foster care facility or program. The Agency must also comply with the requirements set forth in 18 NYCRR 441.7(f) regarding the proper transfer of case records and the submission of a timely plan relating thereto to the New York State Office of Children and Family Services. .

SECTION XI – INDEMNIFICATION AND INSURANCE

The Department and the Agency agree that the Agency is an independent contractor and is not an employee of the Department or the State of New York. The Agency agrees to defend and indemnify the Department, Oneida County and the State of New York for any loss the Department, or the State of New York may suffer if such losses result from the claims of any person or organization (excepting only the Department) injured by the negligent acts or omissions of the Agency, its officers and/or it's employees or subcontractor(s). Furthermore, the Agency agrees to indemnify, defend, and save harmless the State of New York, Oneida County and the Department, and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, and any other persons, firm, or corporations furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Agency in the performance of this Agreement, and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use or disposition of any data furnished under this Agreement, or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to this Agreement.

The Agency further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Agency's insurance company, agent or broker.

The completed and signed Insurance Certificate is subject to approval by the __Oneida_ County Department of Law and upon approval will be attached to this Agreement and become a part hereof.

The Agency further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Agency from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Agency fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the _Oneida_ County Department of Law, prior to the expiration of its insurance coverage.

IN WITNESS HEREOF:

The parties hereto have executed this agreement as of the day and year first above written.

_____Oneida____ County Department of Social Services

by: _____ _____
Lucille A. Soldato, Commissioner Date

By: _____ _____
Anthony J. Picente Jr., County Executive Date

Approved as to Form:

_____ _____
Oneida County Attorney Date

___Foster Care Institution_____
(Name of Agency)

by: _____ _____
Executive Director Date

STATE OF NEW YORK)

COUNTY OF _____)
On this day of 20__,

personally came_____ before me, to be known, who being duly sworn, did depose and say that (s)he resides in _____; that (s); he is an (the) _____of the corporation described herein and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that (s)he signed (her/his name thereto by like order.

My Commission expires

Appendix A

Rev.4/15/05

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

A. By signing and submitting this contract or contract amendment, contractor certifies that the contractor:

(1). Agrees that, a) By signing and submitting this proposal, the prospective primary applicant is providing the certification set out below. b) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction. c) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. d) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. e) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Office of Children and Family Services for assistance in obtaining a copy of those regulations. f) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. g) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. h) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4 debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs. i) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. j) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

(2). Certifies to the best of its knowledge and belief, that the applicant and its principals: a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency; b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 19A. 2. (1) b) of this certification; and d) Have not within a three-year period preceding this application/proposal had on or more public transactions (Federal, State, or local) terminated for cause or default. (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. (1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions Instructions for Certification. a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below. b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances. d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs. h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. i) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(2) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Appendix B

Rev. 4/15/05

Certification Regarding Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions

By signing and submitting this contract or contract amendment, contractor certifies that the contractor:

Certifies that Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. The requirements apply to grants and cooperative agreements EXCEEDING $100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief that: (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.) (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Appendix C

Rev.4/15/05

Certification Regarding a Drug-Free Workplace

(A). 1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below. 2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. 3. For grantees other than individuals, Alternate I applies. For grantees who are individuals, Alternate II applies. 5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements. 6. Workplace identifications must include the actual address of buildings (or parts of buildings) or sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios). 7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five). 8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance; Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

(B). Alternate I (Grantees Other Than Individuals). 1. The grantee certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by: (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (b) Establishing an ongoing drug-free awareness program to inform employees about: (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace; (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above; (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will-(1) Abide by the terms of the statement; and (2) Notify the employer in writing of his or her conviction for violation of a criminal drug status occurring in the workplace no later than five calendar days after such conviction; (e) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant; (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f). For purposes of paragraph (e) regarding agency notification

of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices: Division of Grants Policy and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, S.W., Washington, D.C., 20201.

(C). Alternate II (Grantees Who Are Individuals). 1. The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; 2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

Schedule A. PROGRAM NARRATIVE

(Instructions to Agency) The following narrative should be completed by the Agency, in order to present an accurate description of the agency's programs. This narrative will be used to substantiate claims for federal reimbursement.

A. Program Narrative

Agency's Name and Address

Foster Care Programs Provided by Agency

(Institution, group residence, group homes, agency boarding homes, foster family boarding homes, educational services, etc. Include details on all programs, including goals and objectives.)

List of locations of all agency facilities to be used in providing services.

Persons served (ages, sex, geographic limitation, if any; number to be served by program, etc.).

Services of agency programs: include description of all those services which are provided, including those defined in the CSP, as well as any other services, such as day services, educational services, medical care and adoption services. Indicate types and numbers of staff providing services.

Self-evaluation procedures – description of agency procedures for evaluating program effectiveness.

Admission Policies and Procedures – description of referral process, agency requirements for reports, pre-placement visits, etc.

Schedule B. REIMBURSEMENT RATES

The following schedule of foster care payments presents maintenance, medical, and education rates which will be paid under this contract.

Program Name ***(List each program name and type, e.g., Children's House – HTP Institution)***	**Maintenance Per Diem**	**Effective Date (Maintenance Per Diem)**	**Medical Per Diem**	**Effective Date (Medical Per Diem)**

Education Rate (tuition)

(Include applicable tuition rates either calculated or approved for reimbursement by the New York State Education Department pursuant to Article 81 or other applicable statutes of Education Law governing tuition reimbursement for children placed in child care institutions. Also, attach a school calendar.)

Special act school district _____
On-campus school _____
Other school program _____

The total cost of this contract may not exceed $_____.

Schedule C: DEPARTMENT OPTIONS

[The Department is to indicate which entity will be responsible for each task]

Contract Task / Responsibility	Department	Agency with Case Planning Responsibility	Agency of Associated Case Worker
Family Services Intake	X		
Completion of family services intake (FSI)	X		
# of days for Agency submission of FSI: (insert #)	5		
# of days for Dept. acceptance of FSI: (insert #)	5		
Completion of CPS safety and risk assessment – Initial FASP	X		
Completion of CPS safety and risk assessment - Comprehensive/Reassessment FASPs		X	
Required completion of plan amendment for a change to visiting plan (Department option)		X	
Convene and hold service plan review conference _____ Arrange and hold case consultation	_____	X	X
Identification of third party reviewer for SPR		X	
Prepare permanency hearing report		X	
Number of days for Agency to accept/reject initial referral of child: (insert #)		3 days	
Set initial child program choice(s) and a permanency planning goal	X		
Foster Care Activities		X	
Continuing exploration and development of permanency alternatives for child over 14		X	
Arrangement for/provision of life skill services for child over 14		X	
Require child participation in design of activities to prepare for transition to self-sufficiency.		X	
Issue monthly stipend payments to child, 16 years or older, with PPG of discharge to another planned living arrangement with a permanency resource.	X		
Assistance to establish contact with service providers and community resources	X	X	
Provision of written 90 day notice of discharge Services and supervision during trial discharge	X	X	
Post discharge supervision	X		
Legal Activities	X		
File petition for permanency hearing Complete permanency hearing report File permanency hearing report	X X	X	
1089 Orders: Follow through on the necessary legal aspects of legally freeing a child for adoption.	X		
Adoption Activities	X	X	
Identification of appropriate adoptive home	X	X	
Recording of information (FASP, and movement, legal, adoption activities) in CCRS until implementation of CONNECTIONS Build 19	X		

APPENDIX D

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

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.

II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.

III. The contractor specifically agrees, as required by Labor Law, Sections 220 and 220-d, as amended that:

(a) no laborer, workman or mechanic, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

(b) the wages paid for a legal day's work shall be not less than the prevailing rate of wages as defined by law.

(c) The minimum hourly rate of wages to be paid shall not be less than that stated in the specifications, and any redetermination of the prevailing rate of wages after the contract is approved shall be deemed to be incorporated herein by reference as of the effective date of redetermination and shall form a part of these contract documents.

(d) The Labor Law provides that the contract may forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than—

(a) the stipulated wage scale as provided in Labor Law, Section 220, subdivision 3, as amended or

(b) less than the stipulated minimum hourly wage scale as provided in Labor Law, Section 220-d, as amended.

IV. The contractor specifically agrees, as required by the provisions of the Labor Law, Section 220-e, as amended, that:

(a) in hiring of employees for the performance of work under this contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, no contractor, subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

(b) No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on the account of race, creed, color, sex or national origin.

(c) There may be deducted from the amount payable to the contractor by the State under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against

or intimidated in violation of the provisions of the contract, and

(d) This contract may be cancelled or terminated by the State or municipality and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract, and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

V. The contractor specifically agrees, as required by Executive Order # 45, dated Jan. 4, 1977, effective February 4, 1977, that:

(a) The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake programs of affirmative action to insure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) If the contractor is directed to do so by the contracting agency or the Office of State Contract Compliance (hereafter OSCC). The contractor shall request each employment agency, labor union, or authorized representative of workers, with which he has a collective bargaining or other agreement or understanding, to furnish him with a written statement that such employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations hereunder and the purposes of Executive Order # 45 (1977).

(c) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

*(d) The contractor will comply with all the provisions of Executive Order # 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records, and accounts and to its premises by the contracting agency or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

*(e) If the contractor does not comply with the equal opportunity provisions of this contract, with Executive Order # 45 (1977), or with such rules, regulations, or orders, this contract or any portion thereof, may be cancelled, terminated or suspended or payments thereon withheld, or the contractor may be declared ineligible for future State or State-assisted contracts, in accordance with procedures authorized in Executive Order #45 (1977), and such other sanctions may be imposed

and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

*(f) The contractor will include the provisions of clauses (a) through (e) above and all contract provisions promulgated by OSCC pursuant to Section 1.3 (b) of Executive Order # 45 (1977), in every non-exempt subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to its work force within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency or the OSCC may direct, including sanctions or remedies for noncompliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

VI. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the State Industrial Commissioner for the purposes of investigation to ascertain compliance with the non-discrimination clauses, the Executive Law and Civil Rights Law.

VII. (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty or perjury, that to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder, and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determines that such

disclosure was not made for the purpose of restricting competition.

The fact that bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more a disclosure within the meaning of sub-paragraph VII (a)

**Note: Reference to the above Rules and Regulations refer to those Rules and Regulations in effect as of the date of the solicitation of bids relative to this contract.

APPENDIX E
STANDARD CLAUSES FOR ALL ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES CONTRACTS

Personnel

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

b. It is the policy of the Department to encourage the employment of qualified applicants for, or recipients of public assistance by both public organization and private enterprises who are under contractual AGREEMENT to the Department for the provision of goods and services. Contractors will be expected to make best efforts in this area.

c. The Contractor agrees to identify, in writing, the person(s) who will be responsible for directing the work to be done under this AGREEMENT. No change or substitution of such responsible person(s) will be made without prior approval in writing from the Department, to the degree that such change is within the reasonable control of the Contractor

Notices

a. All notices permitted or required hereunder shall be in writing and shall be transmitted either by:
   a. By certified or registered United States mail, return receipt requested;
   b. By Facsimile transmission;
   c. By personal delivery;
   d. By expedited delivery service; or
   e. By e-mail

   Notices to the Department shall be addressed to the Commissioner of Social Services at the Address, Telephone Number, Facsimile Number or E-mail Address provided to the Contractor during contract development, or to such different Program Manager as the Department may for time-to time designate.

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

c. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Office Services

a. The contractor shall be responsible for the provision of necessary equipment and services

for Contractor's staff, pursuant to and described in the narratives and budgets contained in the AGREEMENT.

b. For Federally funded contracts, title to real property and non-expendable personal property whose requisition cost is borne in whole or in part by monies proved under this AGREEMENT shall be determined between the Contractor and the Department, pursuant to Federal regulations 45 CFR 92 unless such authority is otherwise inappropriate. Title to all equipment, supplies and material purchased with funds under this AGREEMENT under contracts which are not Federally funded shall be in the State of New York and the property shall not be transferred, conveyed, or disposed of without written approval of the Department. Upon expiration or termination of this Agreement, all property purchased with funds under this Agreement shall be returned to the Department, unless the Department has given direction for, or approval of, an alternative means of disposition in writing.

c. Upon written direction by the Department, the Contractor shall maintain an inventory of those properties that are subject to the provisions of sub-paragraph b of this section

GENERAL TERMS AND CONDITIONS

a. The contractor agrees to comply in all respects with the provisions of this AGREEMENT and the attachments hereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the AGREEMENT. Any modifications to the tasks or work plan contained in AGREEMENT must be mutually agreed to by both parties in writing before the additional or modified tasks or work plan shall commence.

b. If any specific event or conjunction of circumstances threatens the successful completion of the project, in whole or in part, including where relevant, timely completion of milestones, the Contractor agrees to submit to the Department within three days of occurrence or perception of such problem, a written description thereof together with a recommended solution thereto.

c. The Contractor immediately shall notify in writing the Department Program Manager assigned to this contract of any unusual incident, occurrence or event that involves the staff, volunteers or officers of the Contractor, and subcontractor or Program participant funded through this contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity; and destruction of property; significant damage to the physical plant of the Contractor, or other matters of a similarly serious nature.

d. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to the Department under the Federal Social Security Act.

e. If funds from this contract will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply;

- No litigation shall be brought against the State of New York, the New York State Office of Children and Family Services, or against Oneida County or the Department

or other local government or local social services district with funds provided under this contract. The term "litigation" shall include commencing or threatening to commence a lawsuit joining or threatening to join as a party to ongoing litigation, or requesting any relief from either the State of New York, the New York State Office of Children and Family Services or Oneida County or other local government or local social services district, based upon any agreement between such agency in litigation with another party and such party, during pendency of the litigation.

- Opinions prepared by consultant law firms construing the statues of Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the appeals and Opinions Bureau, department of Law, The Capital, Albany, New York 12224

- The Contractor shall provide to the Department in a format provided by the Department such additional information concerning the provision of legal services as the Department shall require.

f. The Department will designate a contract Manager who shall have authority relating to the technical services and operational functions of this AGREEMENT and activities completed or contemplated there under. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this AGREEMENT shall be directed to the Contract Manager.

g. Except where the Department otherwise authorizes or directs in writing, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, for the performance of the obligations contained herein until it has received the prior written approval of the Department, which shall have the right to review and approve each and every subcontract prior to giving written approval to the contractor to enter into the subcontract. All AGREEMENTS between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of this AGREEMENT (2) that nothing contained in the subcontract shall impair the rights of the Department under this AGREEMENT, (3) that nothing contained in the subcontract, nor under this AGREEMENT, shall be deemed to create any contractual relationship between the subcontractor and the Department, and (4) incorporating all provisions regarding the rights of the Department as set forth in Agreement, where applicable. The Contractor specifically agrees that he Contractor shall be fully responsible to the Department for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

h. The Contractor warrants that it, its staff and any and all Subcontractors which must be approved by the Department, have all the necessary licenses, approvals and certifications currently required by the law of any applicable local, state or federal government to perform the services pursuant to this AGREEMENT and/or subcontract entered into under this AGREEMENT. The contractor further agrees such required licenses, approvals and certificates will be kept in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals or certificates within the

required time frames and/or to require its staff and Subcontractors to obtain and requisite licenses, approvals or certificates. In the event the contractor, its staff, and/or Subcontractors are notified of a denial or revocation of any license, approval or certification to perform the services under the AGREEMENT, Contractor will immediately notify the Department.

i. This Agreement cannot be assigned by the Contractor to a subcontractor without obtaining written approval of the Department. Prior to executing a subcontract agreement the Contractor agrees to provide the Department the information the Department needs to determine whether a proposed Subcontractor is a responsible vendor. The Determination of Vendor responsibility will be made in accordance with Section n. of General Terms and Conditions

j. If the Contractor intends to use materials, equipment or personnel paid for under this contract in a revenue generating activity, the Contractor shall report such intentions to the Department forthwith and shall be subject to the direction of the Department as to the disposition of such revenue.

k. Any interest accrued on funds paid to the Contractor by the Department shall be deemed to be the property of the Department and shall either be credited to the Department at the termination of this AGREEMENT or expended on additional services provided for under this AGREEMENT.

l. The Contractor ensures that the grounds, structures, building and furnishings at the program site(s) used under this AGREEMENT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

m. The Contractor agrees to produce, and retain for the balance of the calendar year in which produced, and for a period of six years thereafter, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under this contract. Such records shall include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
   a) Payroll Expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, employee personal history folders, and cost allocation plans, if applicable.
   b) Payroll Taxes and Fringe Benefits: cancelled checks, copies of related bank statements, reporting forms, and invoices for Fringe Benefit expenses.
   c) Non-Personal Services Expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable
   d) Receipt and Deposit of Advance and Reimbursements: Itemized bank stamped deposit slips, and a copy of the related bank statements.
   e) The Contractor agrees that any equipment purchased with funds under this agreement is the property of the Department and will remain with or will be returned to the Department in the event of the termination of this Agreement,

   Although not required, the Department recommends that the Contractor retain records directly pertinent to this contract for a period of ten (10) years after the end of the calendar

year in which they were made, as the statute of limitations for the New York False Claims Act is ten years.

n. By signing this contract, the Contractor certifies that within the past three years the contractor has engaged in no actions that would establish a basis for a finding by the Department that the contractor is a non-responsible vendor or, if the contractor has engaged in any such action or actions, that all such actions have been disclosed to the Department prior to entering into this Contract. The actions that would potentially establish a basis for a finding by Department that the contractor is a non-responsible vendor include:
   - The Contractor has had a license or contract suspended, revoked or terminated by a governmental agency.
   - The Contractor has had a claim, lien, fine, or penalty imposed or secured against the Contractor by a governmental agency.
   - The Contractor has initiated a bankruptcy proceeding or such a proceeding has been initiated against the Contractor
   - The Contractor has been issued a citation, notice, or violation order by a governmental agency finding the Contractor to be in violation of any local, state, or federal laws.
   - The Contractor has been advised by a governmental agency that a determination to issue a citation, notice or violation order finding the Contractor to be in violation of any local, state or federal laws is pending before a governmental agency
   - The contractor has not paid all due and owed local, state and federal taxes to the proper authorities
   - The contractor has engaged in any other actions of a similarly serious nature.

   Where the Contractor has disclosed any of the above to the Department, Department may require as a condition precedent to entering into the contract that the Contractor agree to such additional conditions as will be necessary to satisfy the Department that the vendor is and will remain a responsible vendor. By signing this contract, the Contractor agrees to comply with any such additional conditions that have been made a part of this contract.

   By signing this contract, the contractor also agrees that during the term of the contract, the Contractor will promptly notify the Department if the Contractor engages in any actions that would establish a basis for a finding by Department that the Contractor is a non-responsible vendor, as described above.

o. By signing this contract, the contractor agrees to comply with State Tax Law section 5-a

p. Contractors must maintain Workers Compensation Insurance in accordance with the Workers Compensation Law. If a contractor believes they are exempt from the Workers Compensation insurance requirement then they must apply for an exemption. Contractors can apply for the exemption online through the New York State Workers Compensation Board website at: http://www.wcb.state.ny.us/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp

q. All organizations that receive Federal financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal financial assistance, and in their outreach activities related to such services, are not allowed to

discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal financial assistance (including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal financial assistance

REPORTS AND DELIVERABLES

The Contractor shall prepare and submit all reports, documents, and projects required by this AGREEMENT to the Office's Contract Manager for review and approval. These reports shall be in such substance, from, and frequency as required by the Department and as necessary to meet State, Federal and County requirements.

The Contractor shall complete Contract Evaluations as required by the Department as well as Statistical Data as needed by the Department and New York State to meet the reporting requirements.

CONFIDENTIALITY AND PROTECTION ON HUMAN SUBJECTS

a. The Contractor agrees to safeguard the confidentiality of financial and/or client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and/or client information with regard to services provided under this AGREEMENT in conformity with the provisions of applicable State, Federal, and County laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this AGREEMENT.

b. Any contractor who will provide goods and/or services to a residential facility or program operated by Department agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of the Department to sign a Employee Confidentiality Certification and employee Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of the Department and/or any financial and/or client identifiable information concerning such youth. Additionally, Department will require a database check of the State wide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the Contractor who has the potential for regular and substantial contract with children in the care or custody of the Department. Any other Contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of Department agrees to require all such employees and volunteers to sign a Employee Confidentiality Certification before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

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

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

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

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

d. All information contained in the Contractors, or it's sub-contractor's files shall be held confidential pursuant to the applicable provisions of the Social Services Law and any State Department Regulations promulgated thereunder, including 18 NY CRR Sec. 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

e. The Contractor and all Contract Staff that are subject to the Oneida County computer systems/databases shall complete the Oneida County Department of Social Services Confidentiality and Non-Disclosure Agreement provided with this agreement and shall submit forms to the following address:

Oneida County Department of Social Services
Contract Administration Office, 4th Floor
800 Park Ave
Utica, New York, 13501

PUBLICATIONS AND COPYRIGHTS

a. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the County and, if funded with Federal funds, the applicable federal funding agency, and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or Oneida County.

b. The Department and Oneida County expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this AGREEMENT or activity supported by this AGREEMENT. All publications by the Contractor covered by this AGREEMENT shall expressly acknowledge the

Department's right to such license.

c. All of the license rights so reserved to the Department and Oneida County under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the AGREEMENT is federally funded

d. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this AGREEMENT, it will provide to the Department at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of the Department, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

PATENTS AND INVENTIONS

The Contractor agrees that any all inventions, conceived or first actually reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall be promptly and fully reported to the DEPARTMENT. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

TERMINATION

a. This AGREEMENT may be terminated by the DEPARTMENT upon thirty (30) days prior written notice to the Contractor. Such notice is to me made by way of registered or certified mail return receipt requested or hand delivered with receipt granted by the Contractor. The date of such notice shall be deemed to be the date the notice is received by the contractor established by the receipt returned, if delivery by registered or certified mail, or by the receipt granted by the Contractor, if the notice is delivered by hand. The Department agrees to pay the Contractor for reasonable and appropriate expenses incurred in good faith before the date of termination of this AGREEMENT.

b. If the Contractor fails to use any real property or equipment purchased pursuant to this AGREEMENT or the Contractor ceases to provide the services specified in the AGREEMENT for which the equipment was purchased, the Department may terminate this AGREEMENT upon thirty (30) days written notice to the Contractor, where the Contractor has failed to cure as set forth hereafter, Said notice of breach and shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the Contractor's breach and shall demand that such breach be cured. Upon failure of the Contractor to comply with such demand within thirty (30) days, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon

the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment to the Department of any monies previously paid to the Contractor, or (b) return of any real property or equipment purchased under the terms of this AGREEMENT or an appropriate combination of (a) and (b), at the Department's option.

c. To the extent permitted by law, this AGREEMENT shall be deemed in the sole discretion of the Department terminated immediately upon the filling of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Contractor

d. Should the Department determine that Federal, State or County funds are limited or become unavailable for any reason, the Department may reduce that total amount of funds payable to the Contractor, reduce the contract period or deem this contract terminated immediately. The Department agrees to give notice to the Contractor as soon as it becomes aware that funds are unavailable, in the event of termination under this paragraph. If the initial notice is oral notification, the Department shall follow this up immediately with written notice. The Department will be obligated to pay the Contractor only for the expenditures made and obligations incurred by the Contractor until such time as notice of termination is received either orally or in writing by the Contractor from the Department.

e. The Contractor shall provide to the Department such information as is required by the Department in order that the Department may determine whether the Contractor is a responsible vendor for purposes of compliance with section 163 of the State Finance Law and requirements of the Department. If there is any change in any of the vendor responsibility information provided to the Department by the Contractor at any time during their term of this Agreement, the Contractor shall be required to immediately notify the Department so that the Department may assess whether the Contractor continues to be a responsible vendor. Should the Contractor fail to notify the Department of any change in the vendor responsibility information or should the Department otherwise determine that the Contractor has ceased to be a responsible vendor for the purposes of this AGEEMENT, the Department may terminate this AGREEMENT upon thirty (30 days written notice to the Contractor. Said notice of termination shall be sent by way of registered or certified mail return receipt requested, or shall be delivered by hand, receiving Contractor's receipt therefore. Said notice shall specify the reason(s) that the Contractor has been found to no longer be a responsible vendor.

Upon determination that the Contractor is no longer a responsible vendor the Department may, in its discretion and as an alternative to termination pursuant to this paragraph, notify the contractor of the determination that the Contractor has ceased to be a responsible vendor and set forth the corrective action that will be required of the Contractor to maintain the contract. Should the Contractor fail to comply with the required corrective action within thirty (30 days of the date of notification, or such longer period as may be specified therein, the Department may, upon written notice similarly served, immediately terminate this AGREEMENT, termination to be effective upon the date of receipt of such notice established by the receipt returned to the Department. Upon such termination, the Department may require (a) the repayment

to the Department of any monies previously paid to the Contractor, (b) return of any real property or equipment purchased under the terms of this AGREEMENT, or an appropriate combination of (a) and (b) at the Department's option.

CONTRACTOR COMPLIANCE

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

The Department shall have the right to audit or review the Contractor's performance and operations as related to this AGREEMENT, or has abused or misused funds paid to the contractor, or it the Contractor has violated or is in non-compliance with any term of any other AGEEMENT with the Department, or has abused or misused funds paid to the Contractor under any other AGREEMENT with the Department, the rights of the Department shall include, but not be limited to:

- Recovery of any funds expended in violation of the AGREEMENT;
- Suspension of Payments
- Termination of the AGREEMENT; and/or
- Employment of another entity to fulfill the requirements of the AGREEMENT.

The Contractor shall be liable for all reasonable costs incurred on account thereof, including payment of any cost differential for employing such entity. The Contractor will assist the Department in transferring the operation of the Contracted services to any other entity selected by the Department in a manner that will enable the Department or clients to continue to receive services in an on-going basis, including, but not limited to , notifying clients of the new entity to which the services will be transferred and the effective date of the transfer, providing the new entity promptly and at no charge with a complete copy of the clients' and all other records necessary to continue the provision of the transferred services, and transferring any equipment purchased with funds provided under this AGREEMENT.

Nothing herein shall preclude the Department from taking actions otherwise available to it under law.

The Contractor agrees to cooperate fully with any audit or investigation the Department or any agent of the Department may conduct and to provide access during normal business hours to any and all information necessary to perform its audit or investigation. The Contractor shall also allow the Department, and any representatives specifically directed by the Department to take possession of all books, records and documents relating to this AGREEMENT without prior notice to the Contractor. The Department will return all such books, records and documents to the Contractor upon completion the official purposes for which they were taken.

The Contractor agrees that all AGREEMENTS between the Contractor and a subcontractor or consultants for the performance of any obligations under the AGREEMENT will be by written contract (subcontract) which will contain provisions including, but not limited to, the above specified rights of the Department.

FISCAL SANCTION

In accordance with the Department, contractors may be placed on fiscal sanction when the Department identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another agreement that has not been refunded to the Department within the established timeframe;
- An Department or other audit identifies significant fiscal irregularities and/or that funds are due to the Department
- The Contractor has not provided satisfactory services as required under the terms of this or another Department agreement;
- The Contractor has not provided fiscal or program reports as required under the terms of this or another Department agreement;
- A County, State or Federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State, Federal, or County statutes or regulations, or applicable Department guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under an agreement with the Department

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or contract renewals will not be processed until the issues have been satisfactorily resolved. The contractor will be notified in advance of any proposed Fiscal sanction and will be provided a timeframe within which the issues must be resolved in order to avoid Fiscal Sanction. Issues that are not resolved within the timeframe established by the Department may be referred to the Attorney General (AG) for collection of legal action. If a contract is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest is paid.

ADDITIONAL ASSURANCES

a. The Department and Contractor agree that Contractor is an independent contractor, and not in any way deemed to be an employee of the Department or County of Oneida for any purpose including, but not limited to, claims for unemployment insurance, workers compensation, retirement or health benefits. The Contractor agrees to defend and indemnify the Department and/or Oneida County for any loss the Department and/or Oneida County may suffer when such losses result from claims of any person or organization injured by the negligent acts or omissions of Contractor, its officers and/or employees or subcontractors. Furthermore, the Contractor agrees to indemnify, defend, and save harmless the Department and/or Oneida County, and its officers, agents, and employees from any and all claims and losses occurring or resulting from any and all contractors, subcontractors, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the contract, and from all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of the contract, and against any liability, including costs and expenses, for violation of proprietary

rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, or use, or disposition of any data furnished under the contract or based on any libelous or other unlawful matter contained in such data or written materials in any form produced pursuant to the contract.

b. The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars ($ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars ($ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars ($ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insured, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insured and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

The Contractor further agrees that the Department has the right to take whatever action it deems appropriate, including, but not limited to, the removal of the Contractor from the rotation list, the removal of clients, the cessation of client referrals, and termination of this Agreement, if the Contractor fails to submit a completed and signed Standard Insurance Certificate or its acceptable substitute, which is subsequently approved by the Oneida County Department of Law, prior to the expiration of its insurance coverage.

RENEWAL NOTICE TO CONTRACTORS

Options to renew the contract are at the discretion of the Department, which shall supply written notice of such renewal or termination within 30 days of the expiration date. The Commissioner of Social Services reserves the right to evaluate the job performance and availability of funding.

COMPLIANCE WITH LAW

The Contractor represents and agrees to comply with the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1964 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled

"Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41CFR Part 60.

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

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

The Contractor attests he has not been disbarred by the Federal Government from contracting to provide services funded by any Federal money.

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

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

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

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

As the duly authorized representative of the Contractor, I hereby certify that the Contractor will comply with the above Standard Clauses.

NAME OF CONTRACTED AGENCY

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE **DATE**

Oneida County Department of Social Services
Contractor and Contract Staff
Confidentiality and Non-Disclosure Agreement

I, the undersigned, an employee of_____, (the
Name of Contract Agency
"Service Provider"), hereby state that I understand and agree that all information provided to the Service Provider from the Oneida County Department of Social Services staff by paper copies, computer systems or databases, electronic communication or otherwise obtained pursuant to the Agreement entered between the Oneida County Department of Social Services and the Service Provider indicated above, is CONFIDENTIAL, is to be used only for the purposes of performing services required by the Agreement, and must be safeguarded from unauthorized disclosure.

I further understand that such information includes, but is not limited to, any and all information regarding parents or guardians and their children, and all employment, financial, and personal identifying data, including Protected Health Information (PHI) as set forth in HIPAA regulations.

I agree to maintain all such information as CONFIDENTIAL, and I agree to use such information only in the performance of my official duties to perform the functions required by the Agreement, unless otherwise authorized in writing by the Department of Social Services.

I understand that confidential information maintained in and/or obtained from systems/databases such as, but not limited to the Welfare Management system (WMS), Child Support Management System (CSMS/ASSETS), Benefits Issuance Control System (BICS), COGNOS, and Connections are protected by Federal and State statutes and regulations. Access and disclosure of confidential information is strictly limited to authorized employees and legally designated agents, for authorized purposes only in the delivery of program services.

I understand that service providers may not access their own active, closed or archived records or those involving a relative, friend, acquaintance, neighbor, partner or co-worker or other individuals to whom they have no official assignment.

I understand that if my employment is terminated by resignation, retirement or for other reasons or the Service Provider Contract is not renewed, the terms of this Confidentiality and Non-Disclosure Agreement are still binding.

I understand that if I disclose CONFIDENTIAL information in violation of the requirements stated herein, any individual who incurs damages due to the disclosure may recover such damage in a civil action.

I understand that, in addition to any other penalties provided by law, any person who willfully releases or willfully permits the release of any CONFIDENTIAL information as described herein to persons or agencies not authorized under New York State law to receive it shall be guilty of a class A misdemeanor.

Print Name: _____

Signature: _____

Title: _____

Date: _____

Witness: _____
Created 4-24-12

ADDENDUM

THIS ADDENDUM, entered into on this 1st day of July, 2013 , between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

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

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

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

1. Executor or Non-Appropriation Clause.

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

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

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

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

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

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

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.

b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
   1. The Contractor certifies that it and its principals:
      a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
      b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
      c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
      d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
   2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.

c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
   1. The Contractor will or will continue to provide a drug-free workplace by:
      a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
      b. Establishing an on-going drug-free awareness program to inform employees about:
         1. The dangers of drug abuse in the workplace;
         2. The Contractor's policy of maintaining a drug-free workplace;
         3. Any available drug counseling, rehabilitation, and employee assistance program; and
         4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);

d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
   1. Abide by the terms of the statement; and
   2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statue occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
   1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

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

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
Place of Performance (street, address, city, county, state, zip code).

_____

_____

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
   1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
   2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. Health Insurance Portability and Accountability Act (HIPPA).

When applicable to the services provided pursuant to the Contract:

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

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

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

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

c. The Contractor shall:

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

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

d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
3. There is a material change in the business practices and procedures of the County.

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

5. Non-Assignment Clause.

In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.

6. Worker's Compensation Benefits.

In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

7. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that

this Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. The Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

8. Wage and Hours Provisions.

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

9. Non-Collusive Bidding Certification.

In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall include, but not be limited to, reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Comptroller, the County Attorney and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this Contract, shall have access to the Records during normal business hours at an office of the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, for the

term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.

b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. Conflicting Terms.

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

13. Governing Law.

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

14. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political

subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.

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

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.

b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit

The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

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

18. Certification of compliance with the Iran Divestment Act.

Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).

Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

IN WITNESS WHEREOF, the parties hereto have signed this document on the day and year first above written.

County of Oneida

By:_____

Oneida County Executive

Approved as to Form only

_____

Oneida County Attorney

Contractor

By:_____

Name:

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

April 5, 2013

FN 20 13-153

WAYS & MEANS

RECEIVED
APR -5 2013

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

Honorable Members:

The Oneida County Board of Legislators designated January 1 through January 31, 2013 as "Open Enrollment" for farm-land owners in Oneida County, pursuant to an amendment by New York State to the Agriculture and Markets Law. This "open enrollment" period allowed the opportunity for landowner inclusion in an agricultural district, without waiting till the traditional review period of a district.

I have received the attached documentation after the Oneida County Agricultural and Farmland Protection Board's review found 22 landowners owning 1901.1 acres to be in accordance with the qualifications for inclusion within an agricultural district.

I hereby submit the attached packet of information for final approval of the "Open Enrollment" period and respectfully request that this be considered by committee, and subsequently by the full Board at the meeting of **May 8, 2013** thereafter being submitted to the State for final approval.

Respectfully submitted,

Gerald J. Fiorini

GERALD J. FIORINI,
CHAIRMAN OF THE BOARD

GJF:pp
attachments

ONEIDA COUNTY FARMLAND PROTECTION BOARD REPORT
OPEN ENROLLMENT ADDITIONS TO EXISTING AGRICULTURAL DISTRICTS
APRIL 2013

I. INTRODUCTION

Oneida County established January 1, 2013 – January 31, 2013 as the Open Enrollment Period for Agricultural Districts. A public hearing was held on March 26, 2013. This report reflects the recommendations of the Oneida County Farmland Protection Board.

II. DISCUSSION

A total of 22 landowners, owning 1909.1 acres of farmland expressed a desire to be within an agricultural district by submitting an Agricultural District Enrollment Form to the Agricultural and Farmland Protection Board. These landowners, together with the specific parcels and acreages to be enrolled in the modified district, are shown on the attached list. In addition to the new properties added, there were a few instances where property changed ownership and the new owner decided to re-enroll the properties into the agricultural district. There were also a few instances where parcel boundaries changed due to subdivisions. Individual parcel maps were created for the parcels previously not within an agricultural district. Maps were also created for those parcels where changes in ownership occurred and also where parcel boundaries changed. All of the maps are included in the package of materials.

III. FINDINGS MADE BY THE ONEIDA COUNTY AGRICULTURAL AND FARMLAND PROTECTION BOARD

The Oneida County Agricultural and Farmland Protection Board reviewed all of the applications and parcels on an individual basis and found all of them to be in accordance with the qualifications for inclusion within an agricultural district.

IV. RECOMMENDATION

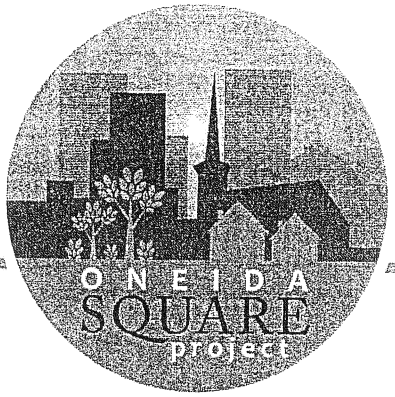
The Oneida County Agricultural and Farmland Protection Board recommend that the 22 landowners and 1909.1 of farmland shown on the attached list be incorporated into the existing, corresponding agricultural districts. It is further recommended that the Oneida County Board of Legislators forward the list of properties and landowners to the NYS Commissioner of Agriculture and Markets for approval and certification.

ONEIDA COUNTY NYS AGRICULTURAL DISTRICTS - OPEN ENROLLMENT - 2013

PIN	OWNER	MUNICIPALITY	DISTRICT	ACRES
32.000-1-52.1	BANKS, STEWART W.	BOONVILLE	3	67.7
303.000-2-1.3	BARRETT, KEN & SHEILA	WHITESTOWN	5	8.0
246.000-1-16	BORIS, BERNARD III & TRACI BORIS	MARCY	7	70.4
164.000-2-2	CLARK, JON G.	CAMDEN	1	39.4
146.000-1-20	CLARK, JON G.	CAMDEN	1	53.5
164.000-2-14	CLARK, JON G.	CAMDEN	1	8.8
366.000-2-38	COLLINS FARM REALTY LLC	PARIS	6	22.4
350.000-2-31.1	COLLINS FARM REALTY LLC	NEW HARTFORD	5	15.1
375.000-1-42.2	COLLINS FARM REALTY LLC	MARSHALL	6	32.2
366.000-1-9.1	COLLINS FARM REALTY LLC	MARSHALL	6	36.9
366.000-1-12.1	COLLINS FARM REALTY LLC	MARSHALL	6	6.1
366.000-1-29	COLLINS FARM REALTY LLC	MARSHALL	6	49.8
366.000-1-30	COLLINS FARM REALTY LLC	MARSHALL	6	10.5
366.000-1-4.3	COLLINS FARM REALTY LLC	MARSHALL	6	20.2
318.056-1-11	CORNERSTONE COMM CHURCH/ONEIDA SQ. PROECT	UTICA	7	0.0
318.056-1-13	CORNERSTONE COMM CHURCH/ONEIDA SQ. PROECT	UTICA	7	0.1
318.056-1-12	CORNERSTONE COMM CHURCH/ONEIDA SQ. PROECT	UTICA	7	0.0
404.000-2-4.1	CROMP, DOUGLAS	SANGERFIELD	6	33.8
405.000-1-1.1	CROMP, DOUGLAS	SANGERFIELD	6	124.2
404.000-2-1.7	CROMP, DOUGLAS	SANGERFIELD	6	16.0

PIN	OWNER	MUNICIPALITY	DISTRICT	ACRES
150.000-1-35	MIECZKOWSKI, JAMES & JANET	ANNSVILLE	1	106.9
129.000-1-11.12	NORMAN, WILLIAM & BAMBI	CAMDEN	1	1.9
129.000-1-11.4	NORMAN, WILLIAM & BAMBI	CAMDEN	1	30.1
129.000-2-1.1	NORMAN, WILLIAM & BAMBI	ANNSVILLE	1	12.3
129.000-2-1.1	NORMAN, WILLIAM & BAMBI	ANNSVILLE	1	1.0
359.000-1-56.1	PECKHAM, GORDON K.	PARIS	6	22.8
227.004-1-41	PILBEAM, DOUGLAS B.	MARCY	7	4.1
227.004-1-6.1	PILBEAM, DOUGLAS B.	MARCY	7	4.0
227.004-1-1	PILBEAM, DOUGLAS B.	MARCY	7	9.6
227.004-1-1	PILBEAM, DOUGLAS B.	MARCY	7	4.0
227.000-1-45.1	PILBEAM, DOUGLAS B.	TRENTON	7	2.1
227.000-1-45.1	PILBEAM, DOUGLAS B.	TRENTON	7	6.5
227.000-1-45.1	PILBEAM, DOUGLAS B.	TRENTON	7	28.2
227.000-1-45.1	PILBEAM, DOUGLAS B.	TRENTON	7	4.0
227.004-1-1	PILBEAM, DOUGLAS B.	MARCY	7	13.1
63.000-2-17.1	PRITCHARD, WILLIAM	BOONVILLE	3	20.5
63.000-2-2.4	PRITCHARD, WILLIAM	BOONVILLE	3	5.1
368.010-1-36.2	STEFANIK, BRIAN	PARIS	6	0.0
368.010-1-36.2	STEFANIK, BRIAN	PARIS	6	6.1
368.010-1-36.2	STEFANIK, BRIAN	PARIS	6	0.1
368.014-1-5.1	STEFANIK, BRIAN	PARIS	6	1.1

Oneida Square Project
500 Plant St. Utica, NY 13502



An UnGated Community

RECEIVED
JAN 07 2013
ONEIDA COUNTY
DEPARTMENT OF PLANNING

Oneida County Department of Planning
321 Main St. 3rd Floor
Utica, NY 13501

December 31, 2012

To whom it may concern,

The Oneida Square Project (OSQP) Community Garden began in 2009 with the goal of reducing blight by re-developing a pair of vacant lots located in our West Utica neighborhood. Almost four years later, the garden has grown to include two additional lots, and is a vibrant space for agriculture and recreation.

To date, the primary goal of the OSQP Community Garden has been beautification and green re-development; however, beginning in the 2013 growing season we will be transitioning to the cultivation of edible crops. This project, which we refer to as our "Urban Farming Initiative" will also coincide with another expansion of the garden to increase our growing space. With funding from the City of Utica's Community Block Development Grant program, we will be hiring 4 entry level workers as well as 2 master gardeners to help tend the garden and sell the resulting produce at local farmer's markets. All of our edible crops will be cultivated in our 14 large raised beds, each measuring 4ftx4ftx8ft .

As this Urban Farming Initiative is just getting underway, we do not yet have receipts totally $10,000, but we do hope to see our garden become a profitable growing space within the next 3-5 years. A study by the Ohio State University Horticulture and Crop Science Program found that "In a traditional home garden, good management may yield about .6 pounds of vegetables per square foot. Records of production over three years in a raised bed at Dawes Arboretum near Newark, Ohio, indicate an average of 1.24 pounds per square foot, more than double the conventional yield. Raised beds do not require the usual space between rows because no walking is done in the bed to cultivate or harvest. Hence, vegetables are planted in beds at higher densities - ideally spaced just far enough apart to avoid crowding but close enough to shade weeds."[1] Given our 448 square feet of raised bed growing space and lowering the expectation to 1 lb of produce per square feet, this evidence suggests a possible harvest of almost 450lb at our garden site.

Given our goal to produce significant edible crops and make them available for sale in our community we hope that you will consider our application to join the agricultural district. If I can provide any further information or clarification, please do not hesitate to contact me.

Sincerely,
Wendy Schmidt
Secretary/Treasurer
Oneida Square Project Community Garden

[1] Pete Lane, *"Raised Bed Gardening"* Ohio State University *HGY-1642-92*

e-mail: OneidaSquareProject@CornerstoneUtica.com • *phone:* (315)736-4900
fax: (315)733-1613 • *website:* www.CornerstoneUtica.com

14 – 16 – 4(287) – Text 12

SEQR

PROJECT I.D. NUMBER
Open Enrollment Ag Districts
OC 2013

617.21
Appendix C
State Environmental Quality Review

SHORT ENVIRONMENTAL ASSESSMENT FORM

For UNLISTED ACTIONS Only

PART I – PROJECT INFORMATION (To be completed by Applicant or Project sponsor)

1. APPLICANT/SPONSOR
Oneida County Board of Legislators

2. PROJECT NAME
Open Enrollment Applications for Oneida County

3. PROJECT LOCATION:
Municipality: Several Towns throughout Oneida County County: Oneida

4. PRECISE LOCATION (Street address and road intersections, prominent landmarks, etc., or provide map)
Individual parcel maps have been provided to show the various properties since they are scattered throughout Oneida County.

5. IS PROPOSED ACTION:
☐ New ☐ Expansion ☒ Modification

6. DESCRIBE PROJECT BRIEFLY:
The addition of several properties to various Agricultural Districts throughout Oneida County as a result of the Open Enrollment Period for Oneida County.

7. AMOUNT OF LAND AFFECTED:
Initially Ultimately 1909.1 acres

8. WILL PROPOSED ACTION COMPLY WITH EXISTING ZONING OR OTHER EXISTING LAND USE RESTRICTIONS?
☒ Yes ☐ No If No, describe briefly

9. WHAT IS PRESENT LAND USE IN VICINITY OF PROJECT?
☒ Residential ☐ Industrial ☐ Commercial ☒ Agriculture ☒ Park/Forest/Open space ☐ Other
Describe:

10. DOES ACTION INVOLVE A PERMIT APPROVAL, OR FUNDING, NOW OR ULTIMATELY FROM ANY OTHER GOVERNMENTAL AGENCY (FEDERAL, STATE OR LOCAL)?
☒ Yes ☐ No If yes, list agency name and permit/approval:
New York State Department of Agriculture and Markets.

11. DOES ANY ASPECT OF THE ACTION HAVE A CURRENTLY VALID PERMIT OR APPROVAL?
☒ Yes ☐ No If yes, list agency name and permit/approval:
The properties will be included in previously created agricultural districts, which have been certified by the New York State Department of Agriculture and Markets.

12. AS A RESULT OF PROPOSED ACTION WILL EXISTING PERMIT/APPROVAL REQUIRE MODIFICATION?
☒ Yes ☐ No

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE

Application/sponsor Name: John R. Kent, Jr., Commissioner, Oneida County Department of Planning Date: 5/8/13

Signature: John R. Kent, Jr.

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment

PART II – ENVIRONMENTAL ASSESSMENT (To be completed by Agency)

A. DOES ACTION EXCEED ANY TYPE I THRESHOLD IN 6 NYCRR, PART 617.12? If yes, coordinate the review process and use the FULL EAF.
☐ Yes ☒ No

B. WILL ACTION RECEIVE COORDINATED REVIEW AS PROVIDED FOR UNLISTED ACTION IN 6NYCRR, PART 617.6? If No, a negative declaration may be superseded by another involved agency.
☐ Yes ☒ No

C. COULD ACTION RESULT IN ANY ADVERSE EFFECTS ASSOCIATED WITH THE FOLLOWING: (Answers may be handwritten, If legible)

C1. Existing air quality, surface or groundwater quality or quantity, noise levels, existing traffic patterns, solid waste production or disposal, potential for erosion, drainage or flooding problems? Explain briefly: Yes. Potential effect to air quality caused by odor, effects to surface or groundwater caused by farming practices, and erosion if livestock permitted direct access to stream banks. (See attached Determination of Significance)

C2. Aesthetic, agricultural, archaeological, historic, or other natural or cultural resources; or community or neighborhood character? Explain briefly:
No. Proposed action may result in beneficial effects. (See attached Determination of Significance)

C3. Vegetation or fauna, fish, shellfish or wildlife species, significant habitats, or threatened or endangered species? Explain briefly:
No. Proposed action may result in beneficial effects. (See attached Determination of Significance)

C4. A community's existing plans or goals as officially adopted, or a change in use or intensity of use of land or other natural resources? Explain Briefly:
No. Proposed action may result in beneficial effects. (See attached Determination of Significance)

C5. Growth, subsequent development, or related activities likely to be induced by the proposed action? Explain briefly:
No. (See attached Determination of Significance)

C6. Long term, short term, cumulative, or other effects not identified in C1-5? Explain briefly:
No.

C7. Other impacts (including changes in use of either quantify or type of energy)? Explain briefly:
No.

D. WILL THE PROJECT HAVE AN IMPACT ON THE ENVIRONMENTAL CHARACTERISTICS THAT CAUSED THE ESTABLISHMENT OF A CEA?
☐ Yes ☒ No

E. IS THERE, OR IS THERE LIKELY TO BE, CONTROVERSY RELATED TO POTENTIAL ADVERSE ENVIRONMENTAL IMPACTS?
☐ Yes ☒ No

PART III – DETERMINATION OF SIGNIFICANCE (To be completed by Agency)

INSTRUCTIONS: For each adverse effect identified above, determine whether it is substantial, large, important or otherwise significant. Each effect should be assessed in connection with its (a) setting (i.e. urban or rural); (b) probably of occurring; (c) duration; (d) irreversibility; (e) geographic scope; and (f) magnitude. If necessary, add attachments or reference materials. Ensure that explanations contain sufficient detail to show that all relevant adverse impacts have been identified and adequately addressed.

☐ Check this box if you have identified one or more potentially large or significant adverse impacts which **MAY** occur. Then proceed directly to the **FULL EAF** and/or prepare a positive declaration.

☒ Check this box if you have determined, based on the information and analysis above and any supporting documentation, that the proposed action **WILL NOT** result in any significant adverse environmental impact **AND** provide on attachments as necessary, the reasons supporting this determination:

Oneida County Board of Legislators
Name of Lead Agency

Gerald J. Fiorini
Print or Type Name of Responsible Officer in Lead Agency

Chairman
Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

John R. Kent, Jr.
Signature of Prepared (If different from responsible officer)

5/8/13
Date

617.21
Appendix C
State Environmental Quality Review

SHORT ENVIRONMENTAL ASSESSMENT FORM

Part III - Determination of Significance

Re: Open Enrollment Properties for Oneida County 2013

The following paragraphs include responses to questions C1 through C5 of Part II of the Environmental Assessment Form.

C1) While the attached Environmental Assessment - Part II, C1 notes a potential adverse effect caused by the agricultural activity with regard to odor, surface and groundwater quality, and erosion, the effect is not considered substantial, large or otherwise significant. The area is predominantly agricultural with scattered rural residences and woodland. Additionally, the duration and reversibility of any such potential impact is highly controllable through the implementation of Agricultural Best Management Practices, which will also further reduce the likelihood of the adverse effects occurring.

C2) With regard to aesthetic, agricultural resources and community character discussed in Part II, C2, the proposed agricultural use will have no adverse effects and may, in fact, have beneficial effects by encouraging the continuation of existing land uses as agriculture and open space. (See the discussion of C4 and C5 below)

C3) With regard to vegetation and wildlife habitat discussed in Part II, C3, the agricultural uses of lands may have a beneficial effect in creating wildlife habitat and, in some cases of crop production, providing a source of food supply for wildlife.

C4) Regarding potential impacts to a community's existing plans or land use goals discussed in Part II, C4, the addition of the 1909.1 acres will not be in conflict with any community's existing plans or land use goals.

C5) Regarding potential adverse impacts associated with topics discussed within Part II, C5, including: growth, subsequent development, or related activities induced by the proposed action, the continuation of land as agriculture and open space, in combination with the intent of the NYS Agricultural and Markets Law, will further control growth and development in most municipalities within Oneida County.

617.12
Appendix F
State Environmental; Quality Review

NEGATIVE DECLARATION

Notice of Determination of Non-Significance

Project Number Open Enrollment of Ag Districts OC 2013 Date 5/8/13

This notice is issued pursuant to Part 617 of the implementing regulations pertaining to Article 8 (State Environmental Quality Review Act) of the Environmental Conservation Law.

The Oneida County Board of Legislators, as lead agency, has determined that the proposed action described below will not have significant effect on the environment and a Draft Environmental Impact Statement will not be prepared.

Name of Action: Open Enrollment Additions to Existing Agricultural Districts within Oneida County

SEQR status: Type I ☐
Unlisted ☒

Conditional Negative Declaration: ☐ Yes
☒ No

Description of Action:

The addition of 1909.1 acres to existing New York State Agricultural Districts within Oneida County for 2013.

Location: (Include street address and the name of the municipality/county. A location map of appropriated scale is also recommended.)

Since the properties to be added are spread throughout the county, individual parcel maps are included.

Reasons Supporting This Determination:
(See 617.6(g) for requirements of this determination: see 617.6(h) for Conditional Negative Declaration)

If Conditional Negative Declaration, Provide on attachment the specific mitigation measures imposed.

For Further Information:

Contact Person:

Address:

Telephone Number:

For Type I Actions and Conditioned Negative Declarations, a Copy of this Notice Sent to:

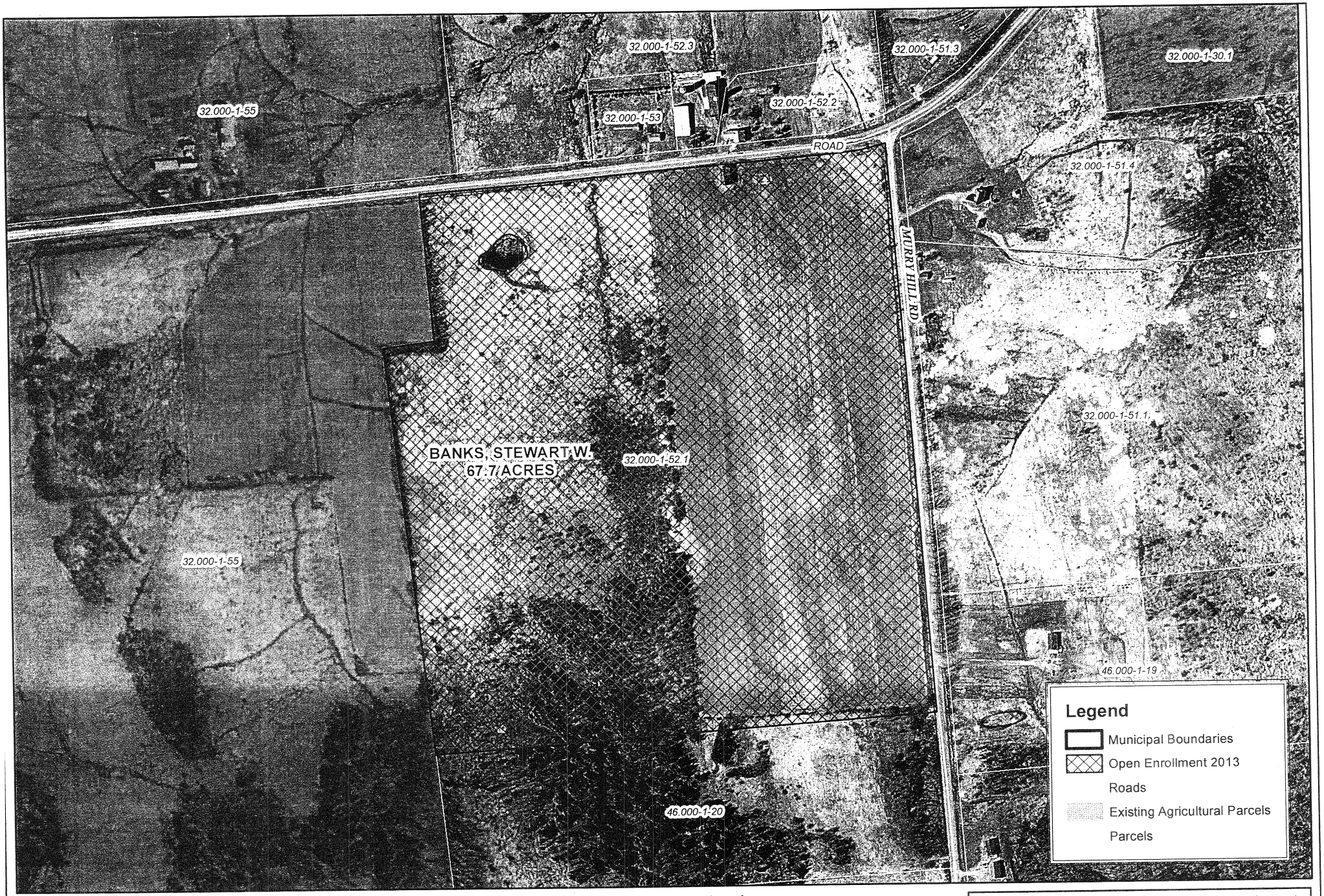
Commissioner, Department of Environmental Conservation, 50 Wolf Road, Albany, New York 12233-0001

Appropriate Regional Office of the Department of Environmental Conservation

Office of the Chief Executive Officer of the political subdivision in which the action will be principally located.

Applicant (if any)

Other involved agencies (if any)



Banks, Stewart W.
Boonville
67.7 acres

0 200 400 800
Feet

Scale: 1 inch = 400 feet

Agricultural District
Open Enrollment
Oneida County
2013

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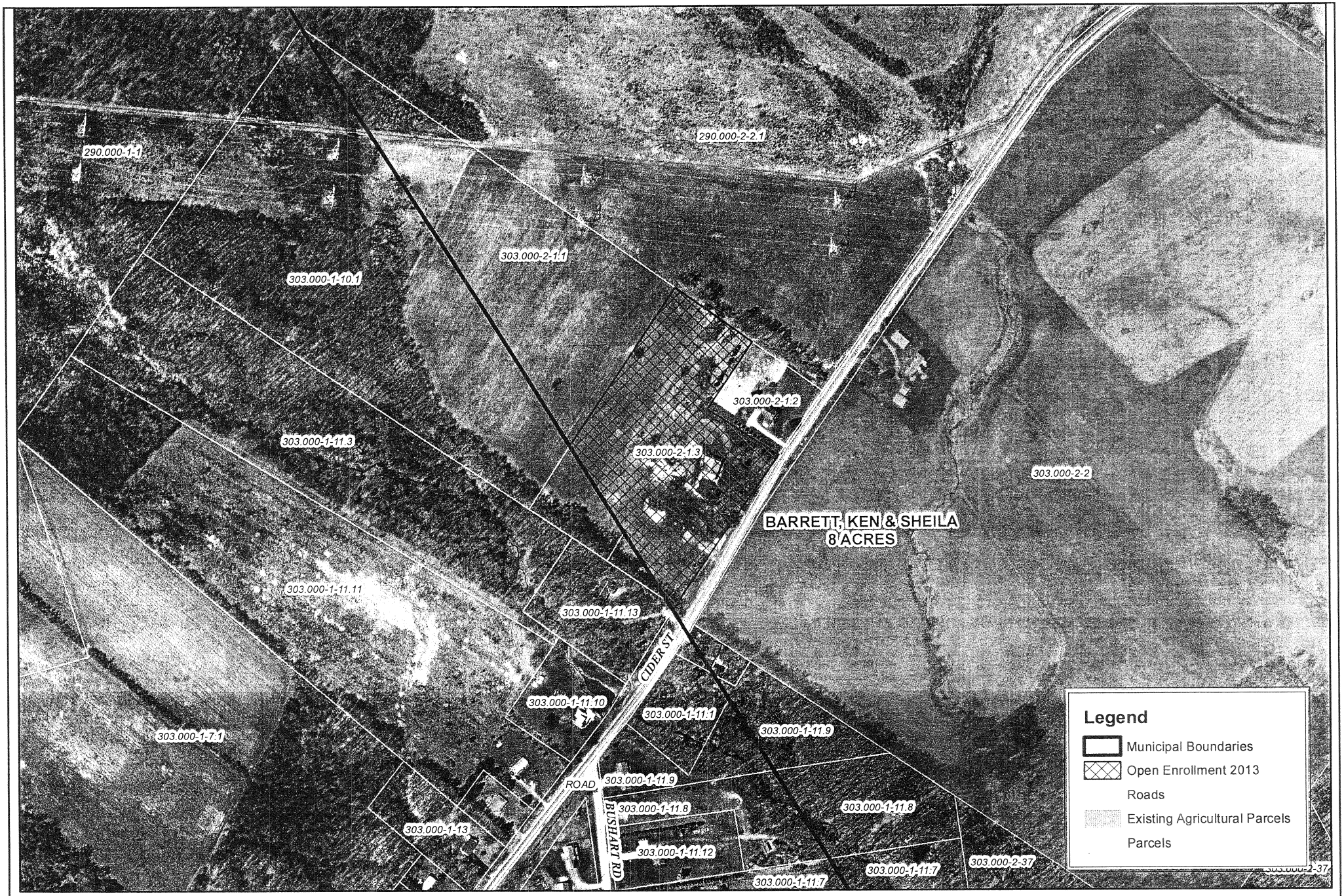

BARRETT, KEN & SHEILA
Whitestown
8 acres

0 200 400 800
Feet

Scale: 1 inch = 400 feet

Agricultural District Open Enrollment

Oneida County
2013

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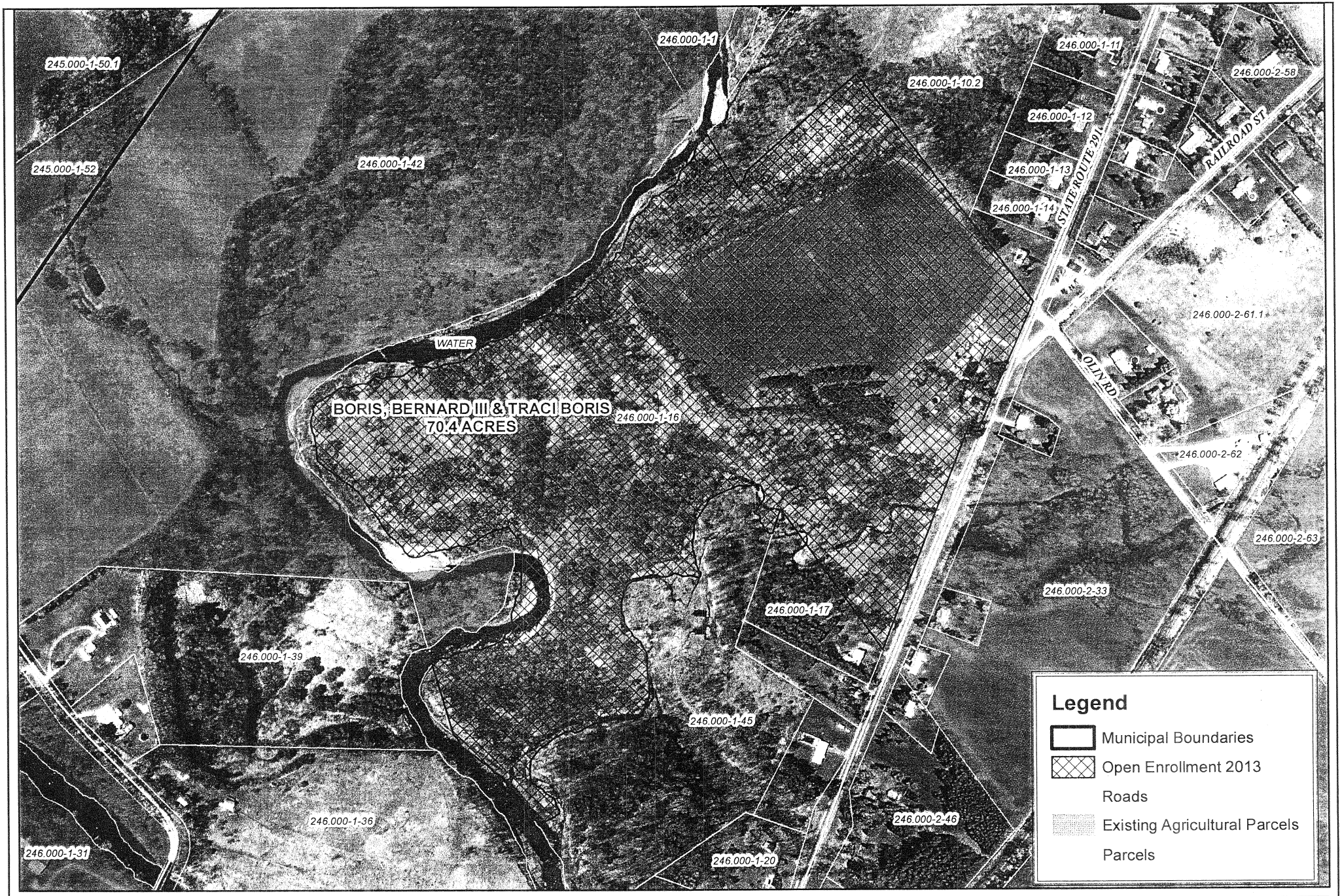

BORIS, BERNARD III
Marcy

70.4 acres

0 250 500 1,000
Feet

Scale: 1 inch = 250 feet

Agricultural District
Open Enrollment
Oneida County
2013

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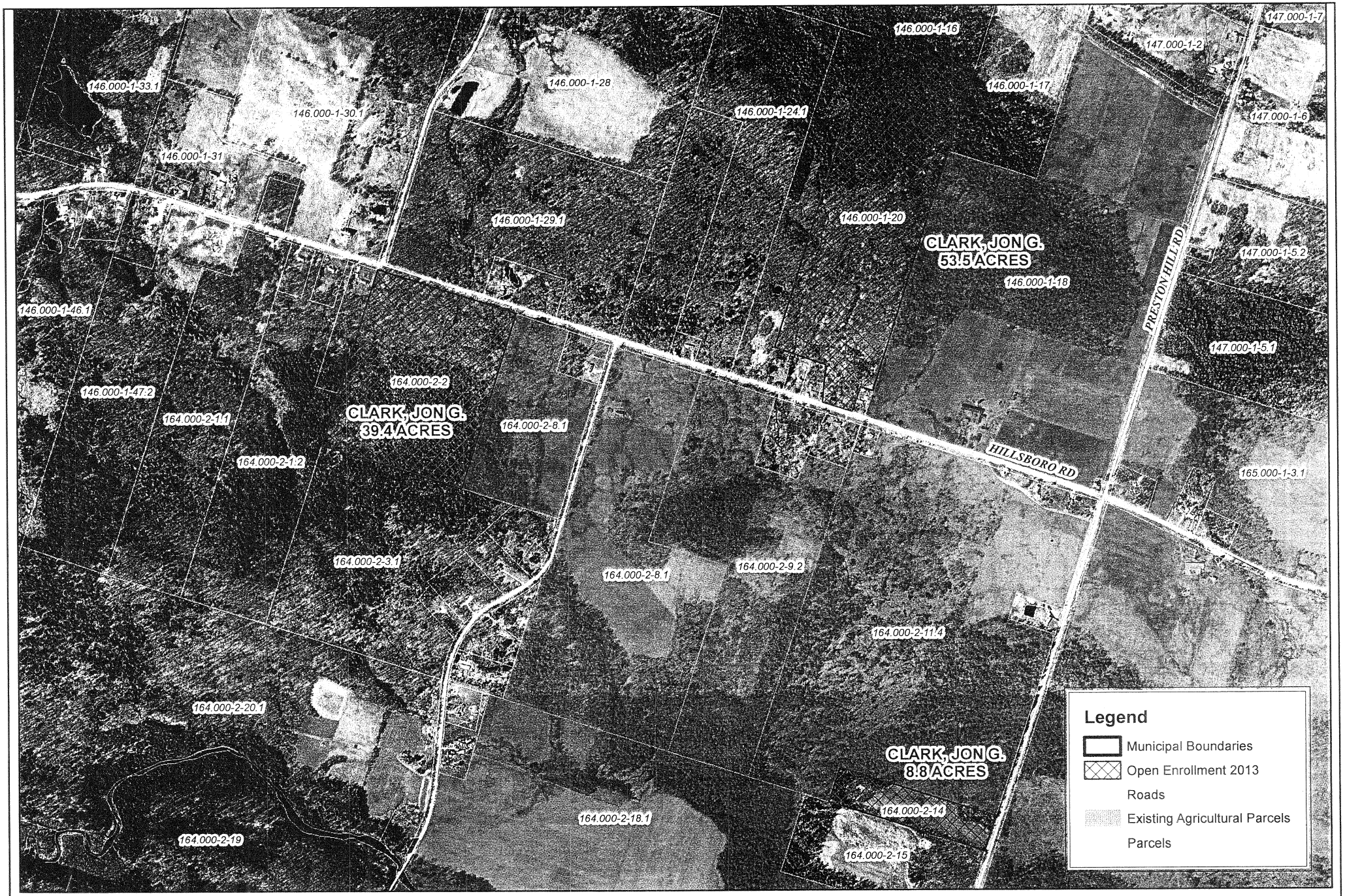

Clark, Jon G.
Camden
101.7 acres

0 500 1,000 2,000
Feet

Scale: 1 inch = 1,000 feet

Agricultural District
Open Enrollment
Oneida County
2013

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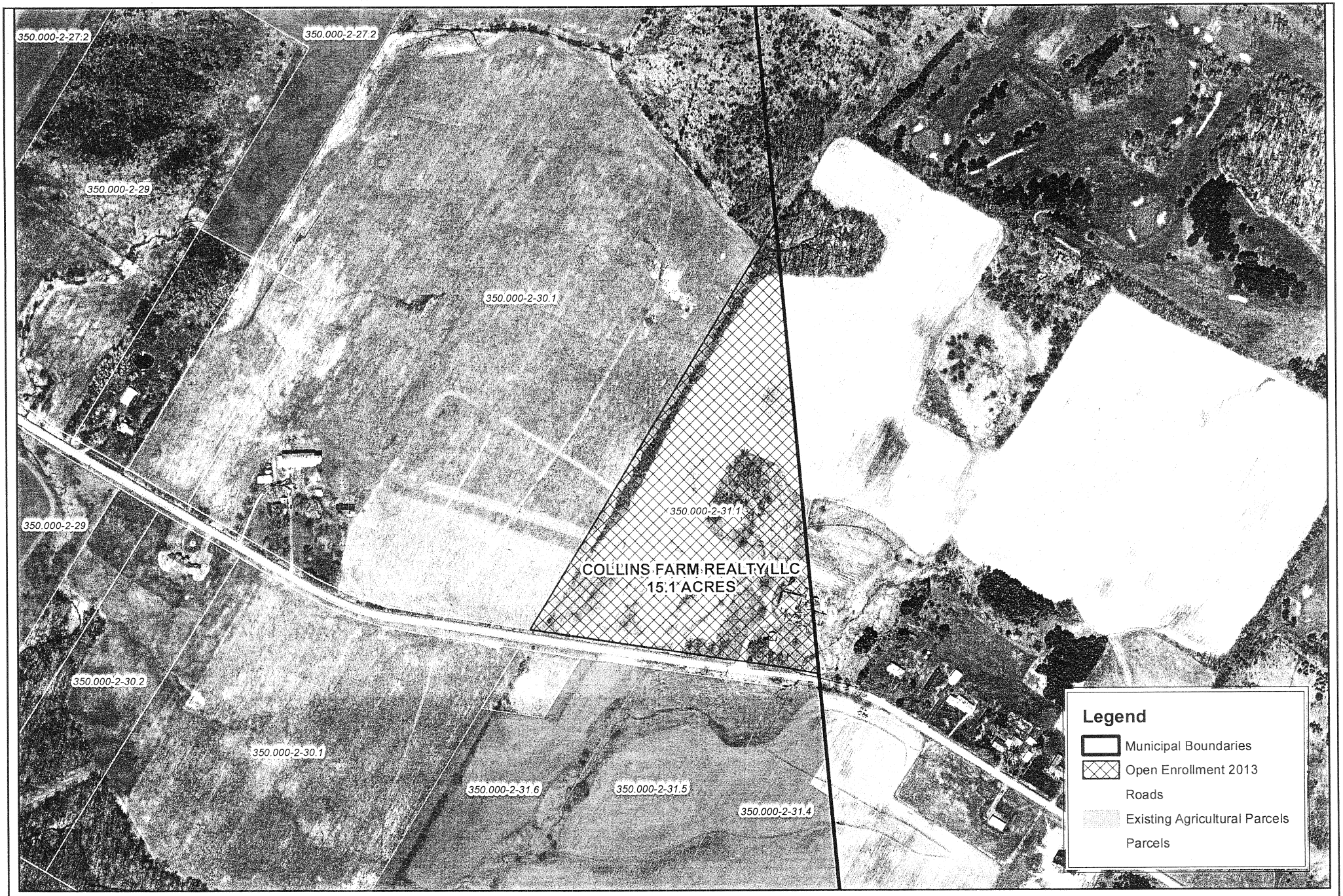

COLLINS FARM REALTY LLC
(2 OF 2)
New Hartford
15.1 acres

0 200 400 800
Feet

Scale: 1 inch = 400 feet

Agricultural District
Open Enrollment
Oneida County
2013

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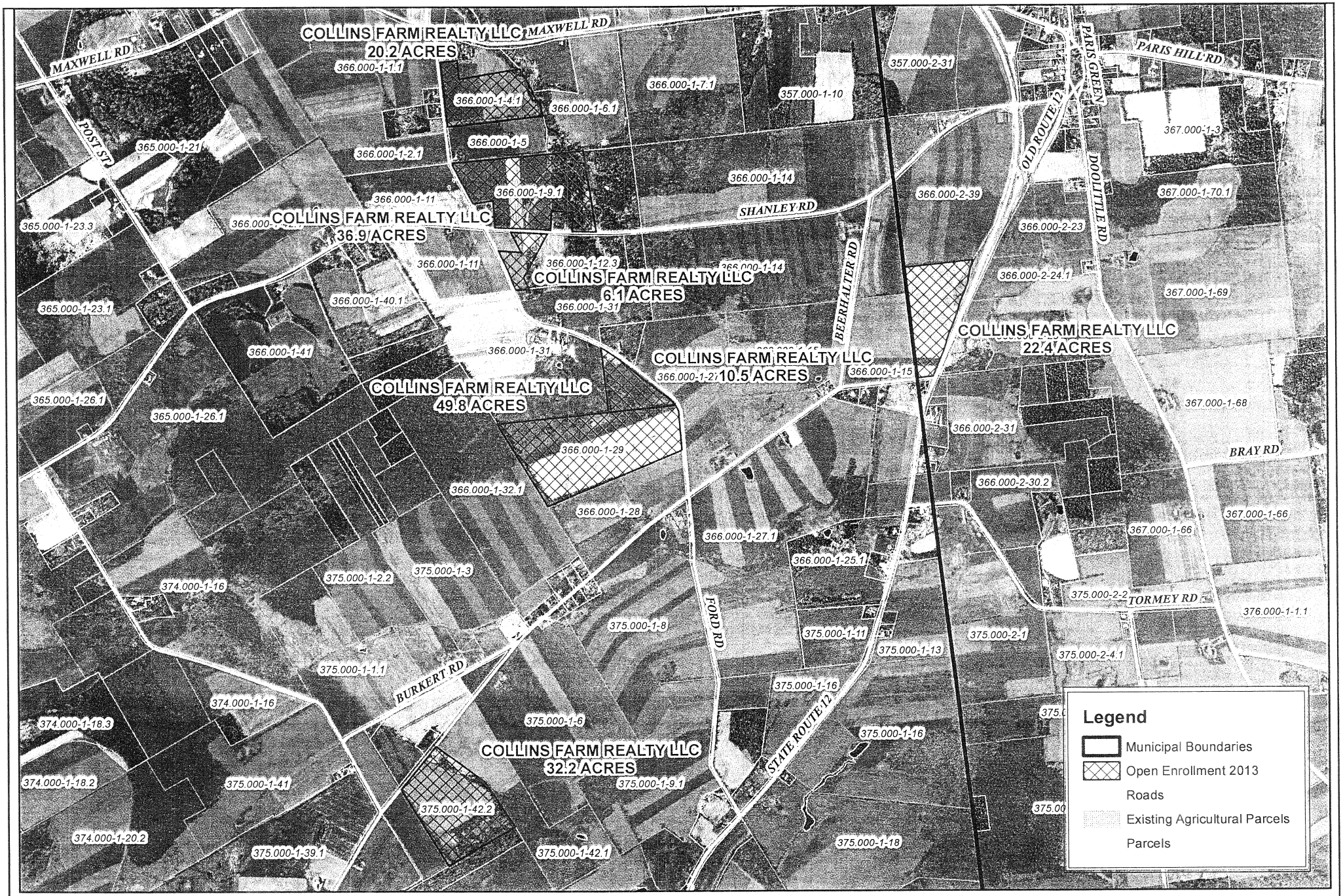

COLLINS FARM REALTY LLC
(1 OF 2)
Marshall/Paris
193.2 acres

0 875 1,750 3,500
Feet

Scale: 1 inch = 1750 feet

Agricultural District
Open Enrollment
Oneida County
2013

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CORNERSTONE COMMUNITY CHURCH
ONEIDA SQ. PROJECT
Utica

0.16 acres

0 25 50 100
Feet

Scale: 1 inch = 100 feet

Agricultural District
Open Enrollment
Oneida County
2013

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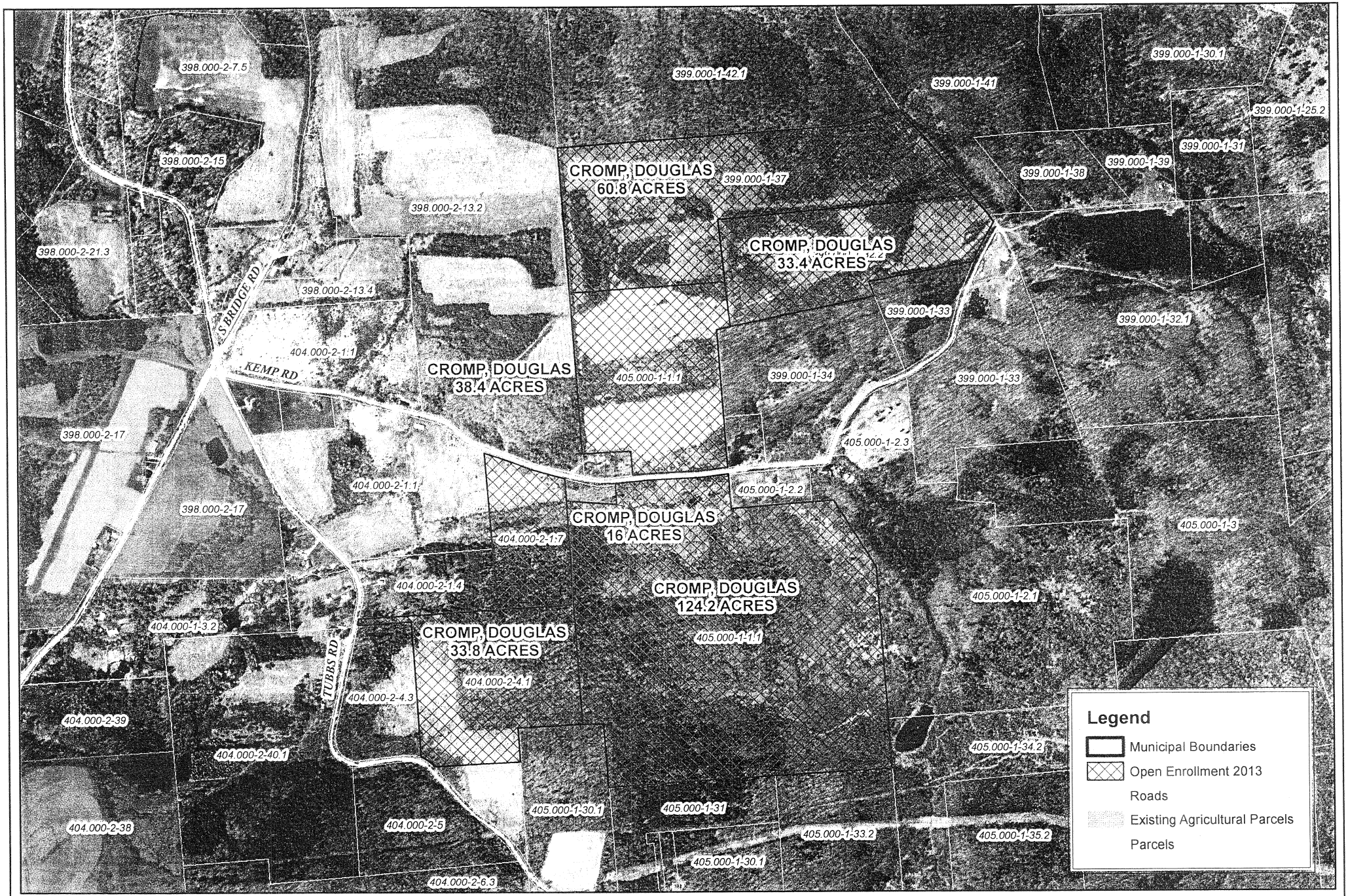

CROMP, DOUGLAS
Sangerfield
306.6 acres

0 500 1,000 2,000
Feet

Scale: 1 inch = 1,000 feet

Agricultural District
Open Enrollment
Oneida County
2013

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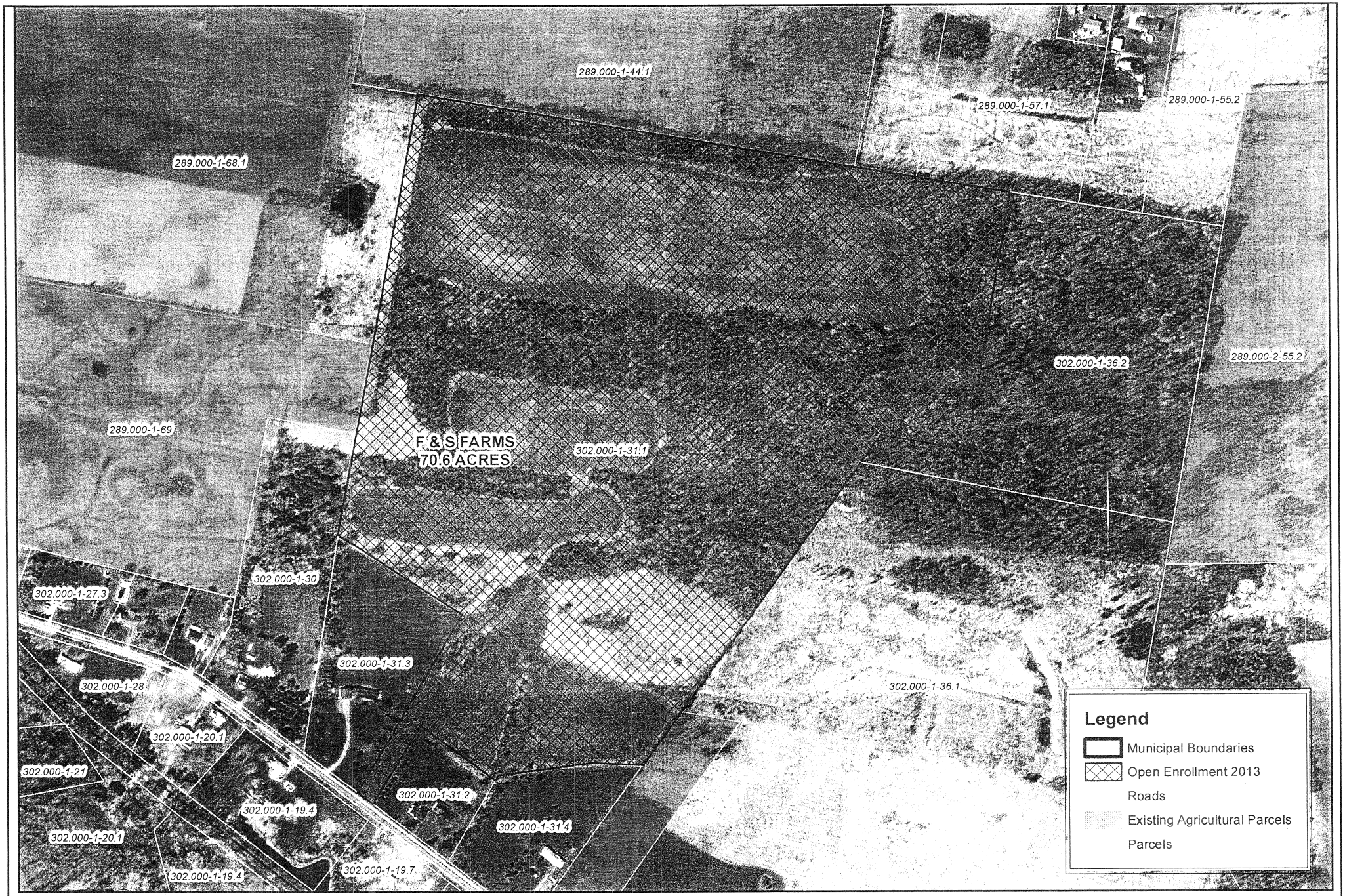

F & S FARMS
Westmoreland

70.6 acres

0 200 400 800
Feet

Scale: 1 inch = 400 feet

Agricultural District
Open Enrollment

Oneida County
2013

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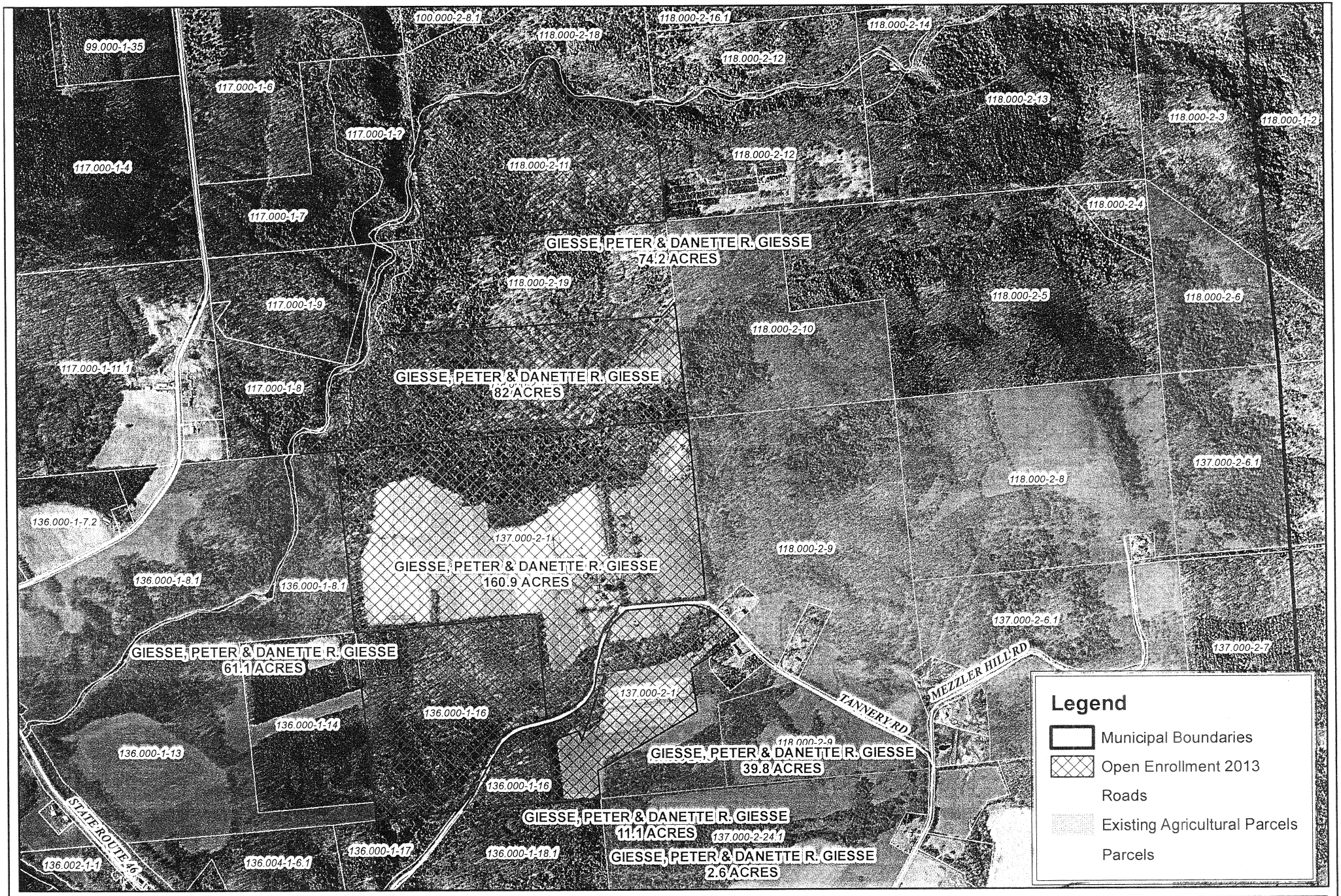

GIESSE, PETER & DANETTE
Western
431.6 acres

0 625 1,250 2,500
Feet

Scale: 1 inch = 1,250 feet

Agricultural District
Open Enrollment
Oneida County
2013

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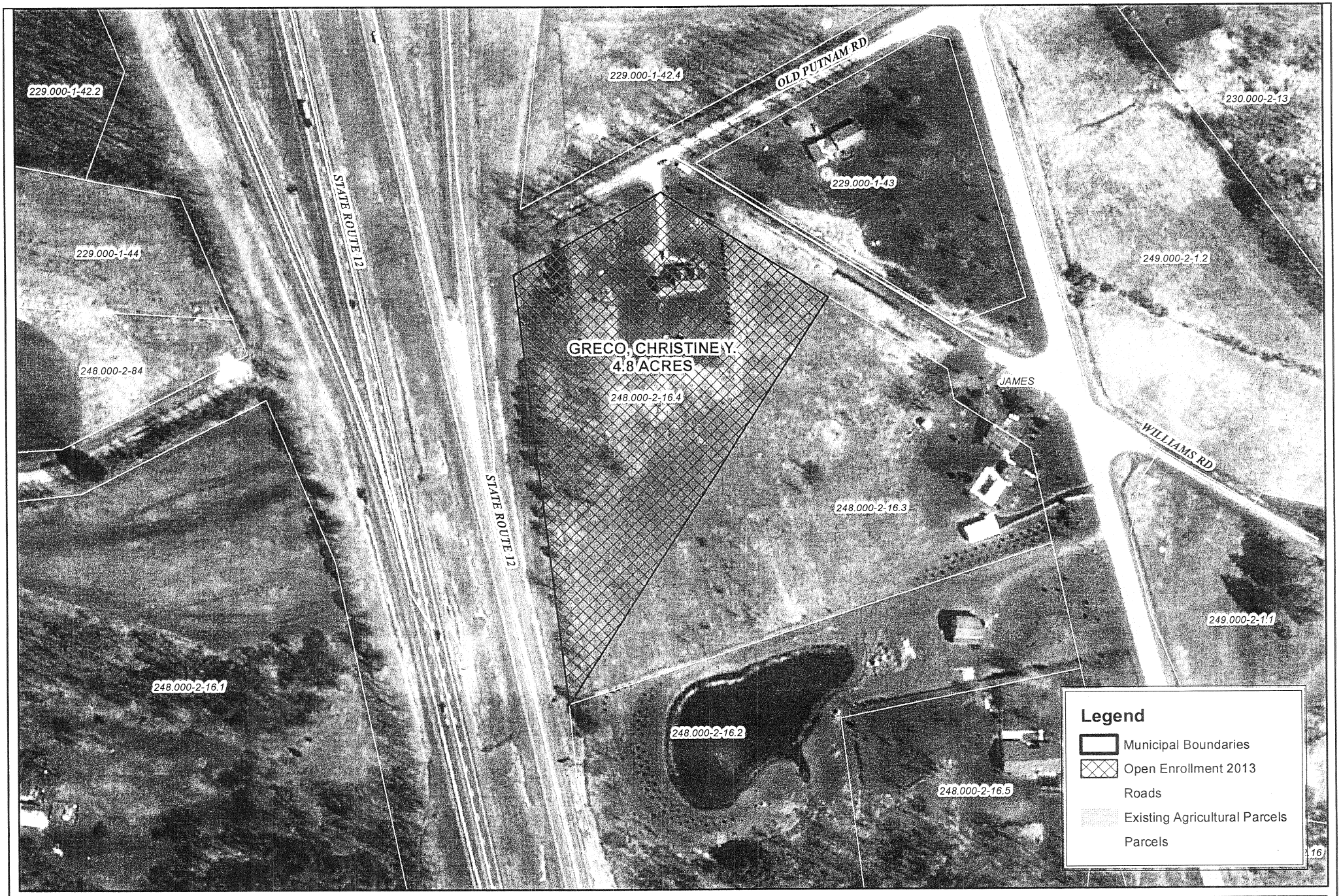

GRECO, CHRISTINE Y.
Trenton

4.8 acres

0 100 200 400
Feet

Scale: 1 inch = 200 feet

Agricultural District
Open Enrollment
Oneida County
2013

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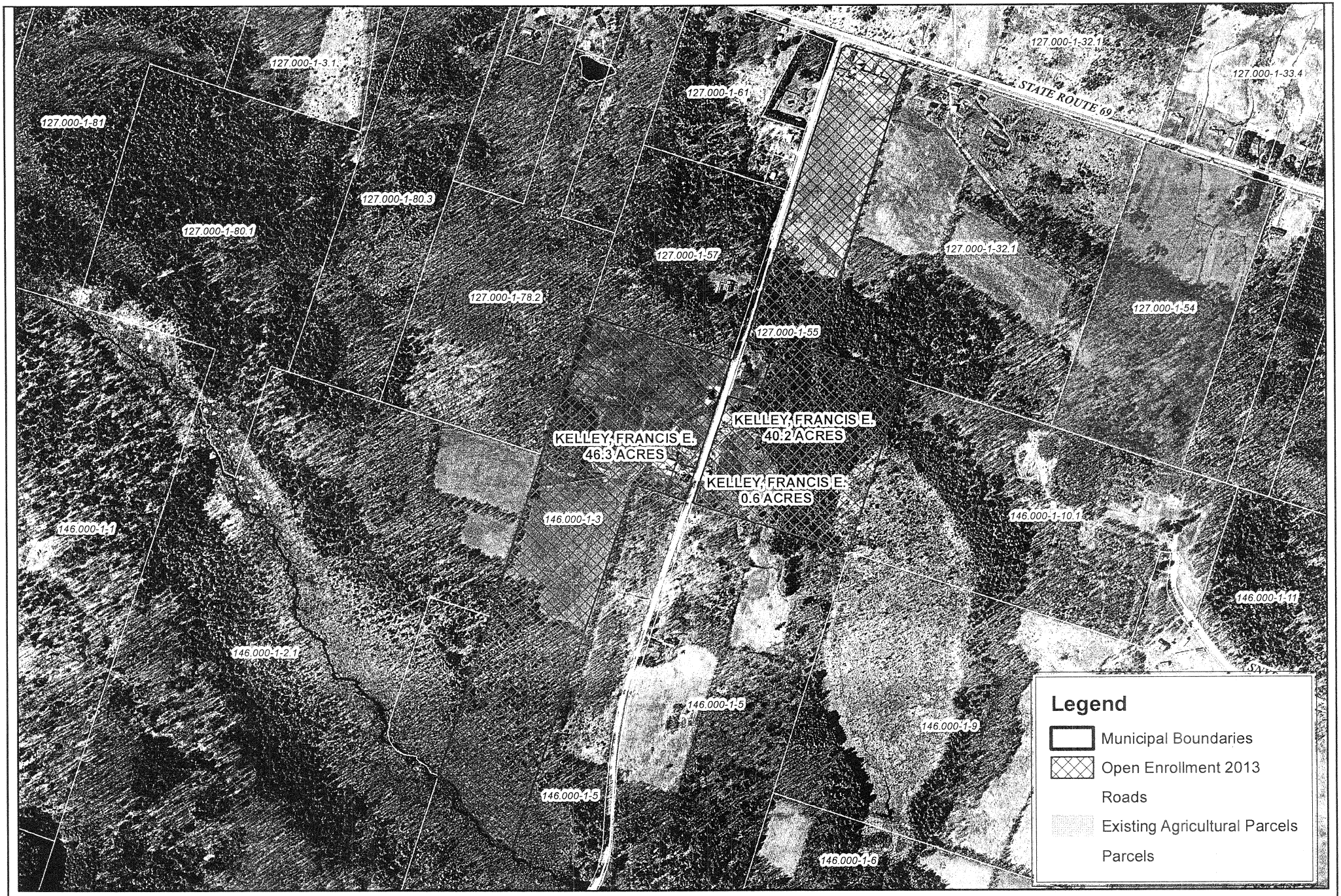

KELLEY, FRANCIS E.
Camden

87.1 acres

0 375 750 1,500
Feet

Scale: 1 inch = 750 feet

Agricultural District
Open Enrollment
Oneida County
2013

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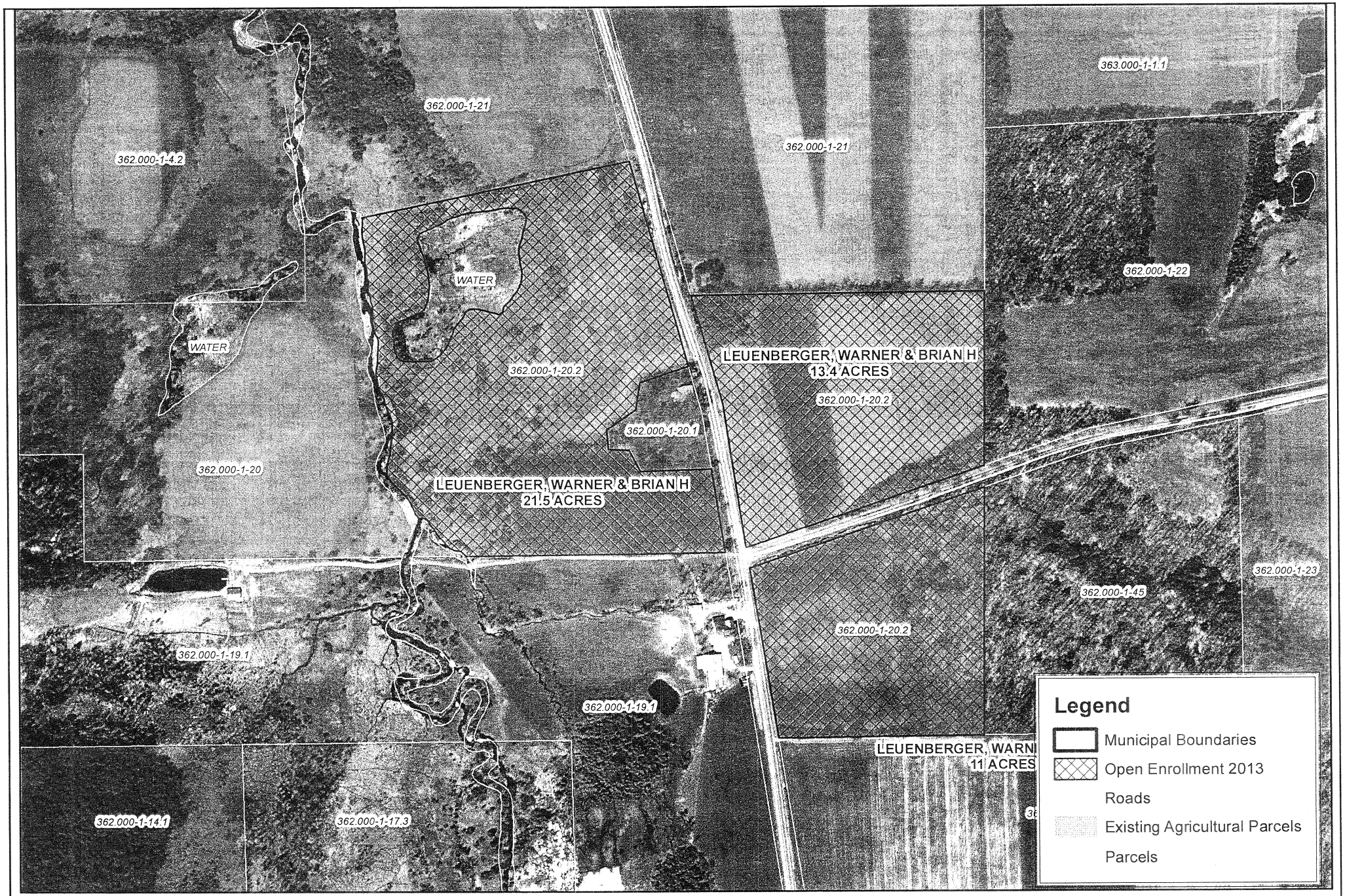

LEUENBERGER, WARNER
Augusta

45.9 acres

0 200 400 800
Feet

Scale: 1 inch = 400 feet

Agricultural District
Open Enrollment
Oneida County
2013

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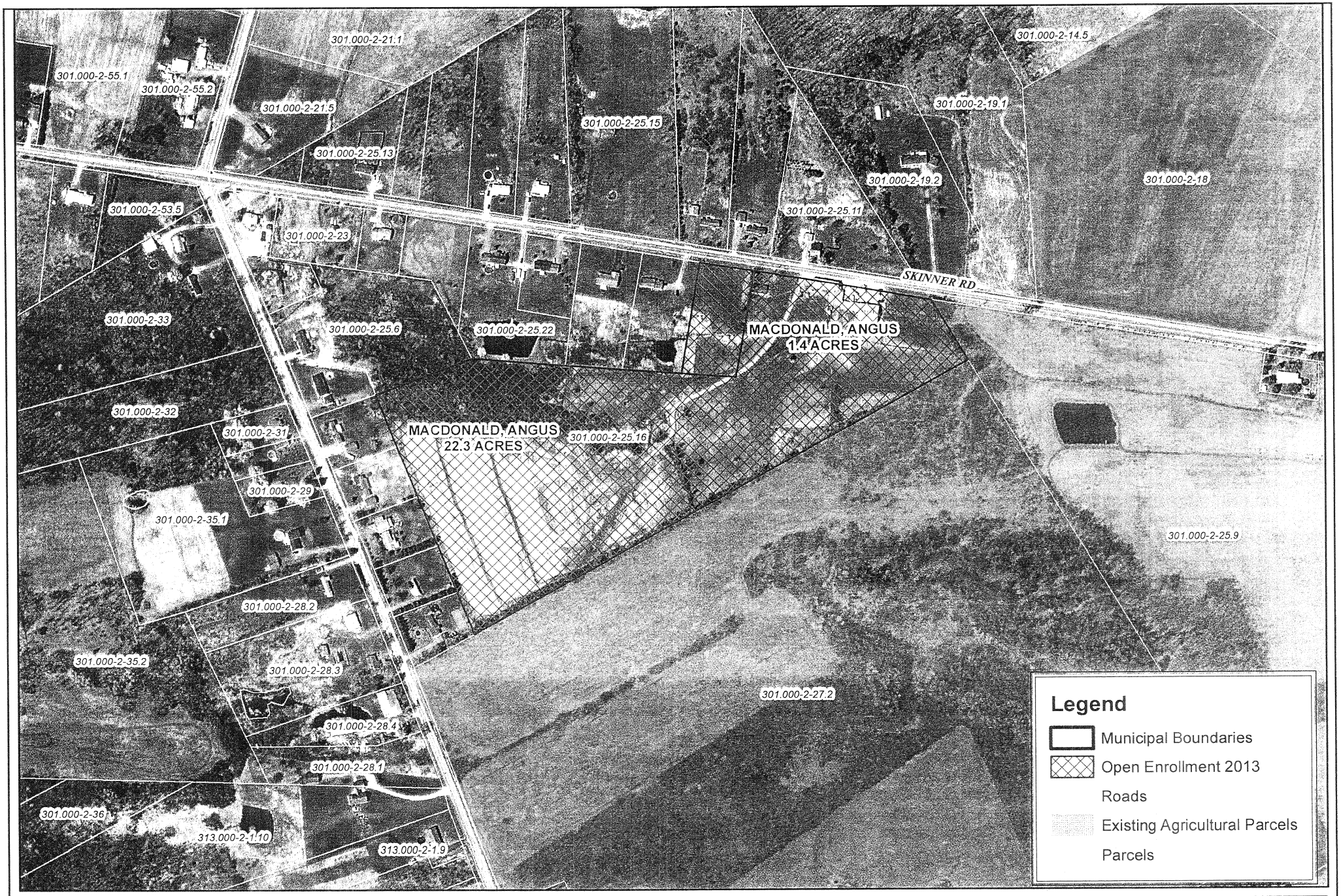

MACDONALD, ANGUS
Westmoreland

23.7 acres

0 200 400 800
Feet

Scale: 1 inch = 400 feet

Agricultural District
Open Enrollment
Oneida County
2013

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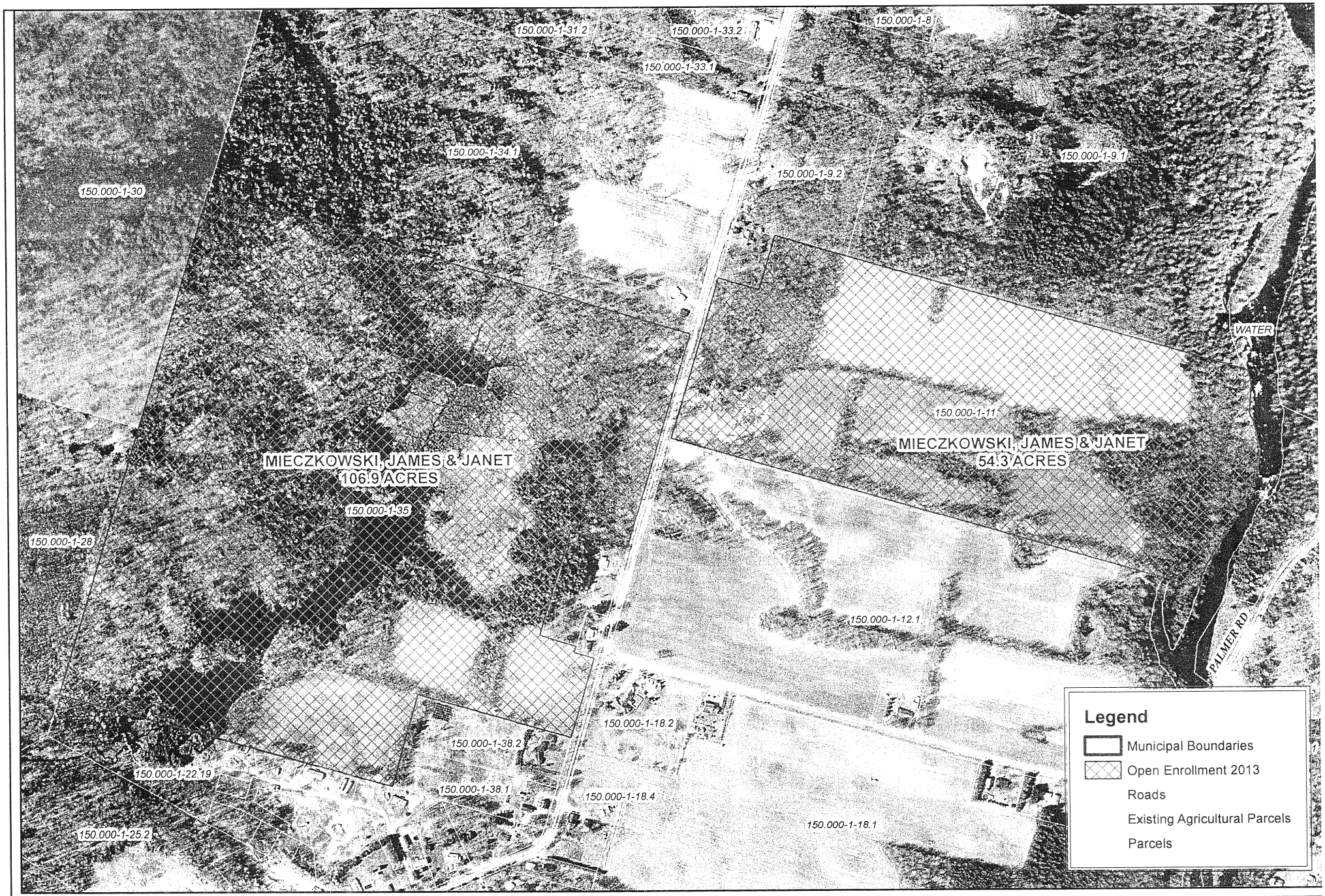

Mieczkowski, James & Janet
Annsville
161.3 acres

0 137.5 275 550
Feet

Scale: 1 inch = 550 feet

Agricultural District
Open Enrollment
Oneida County
2013

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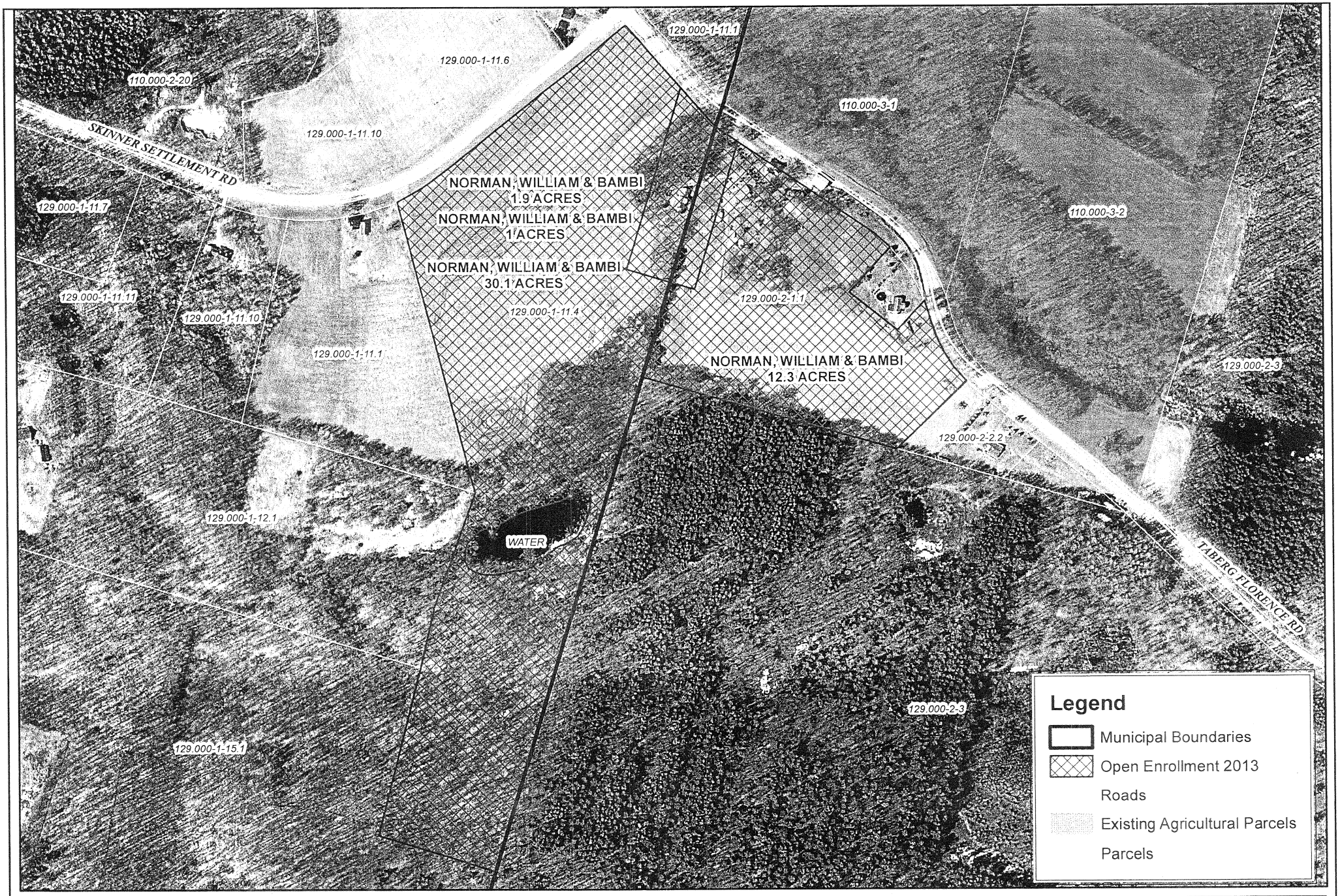

NORMAN, WILLIAM & BAMBI
Camden/Annsville

45.3 acres

0 200 400 800
Feet

Scale: 1 inch = 400 feet

Agricultural District Open Enrollment

Oneida County
2013

N
W E
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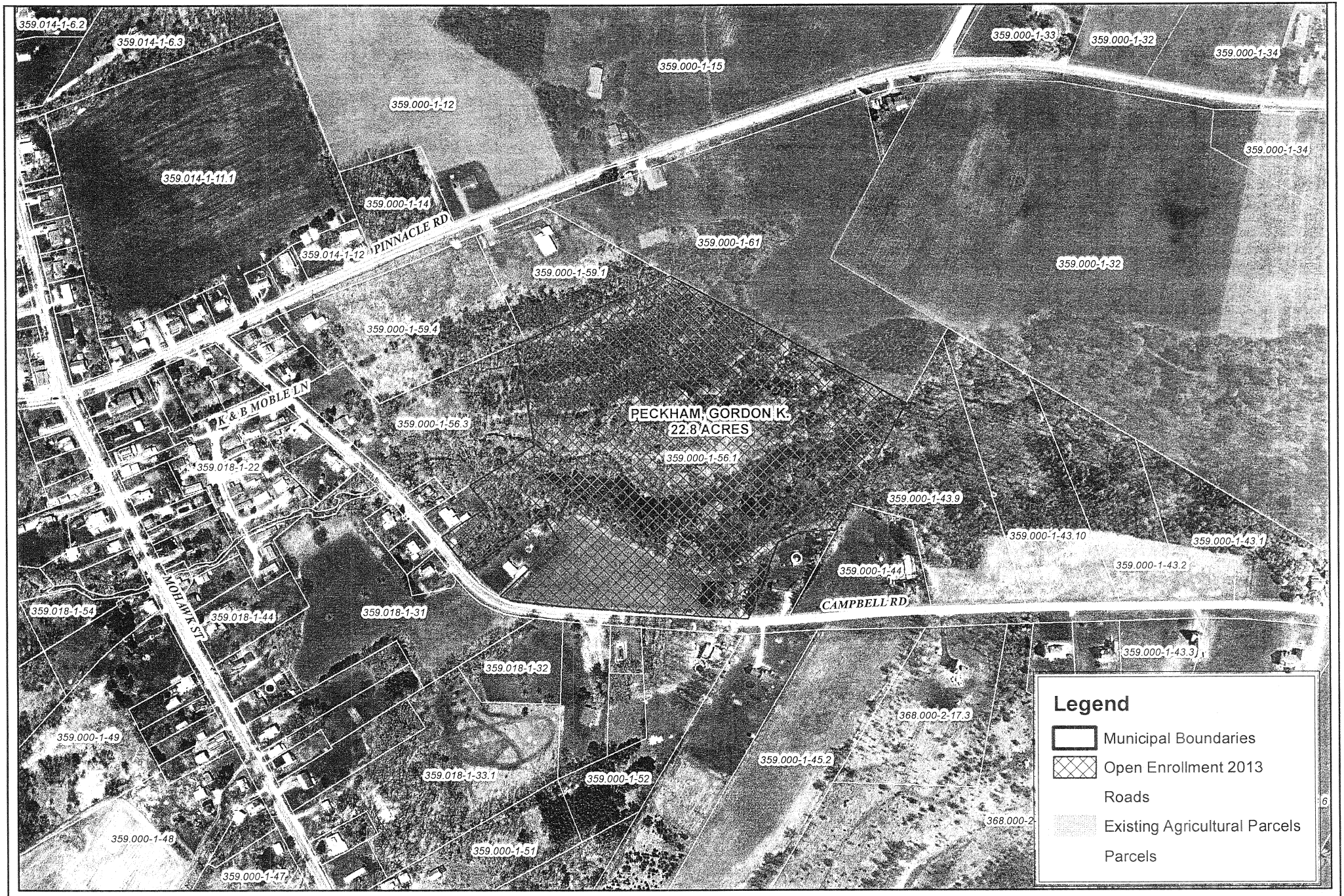

PECKHAM, GORDON K.
Paris

22.8 acres

0 200 400 800
Feet

Scale: 1 inch = 400 feet

Agricultural District
Open Enrollment
Oneida County
2013

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W E
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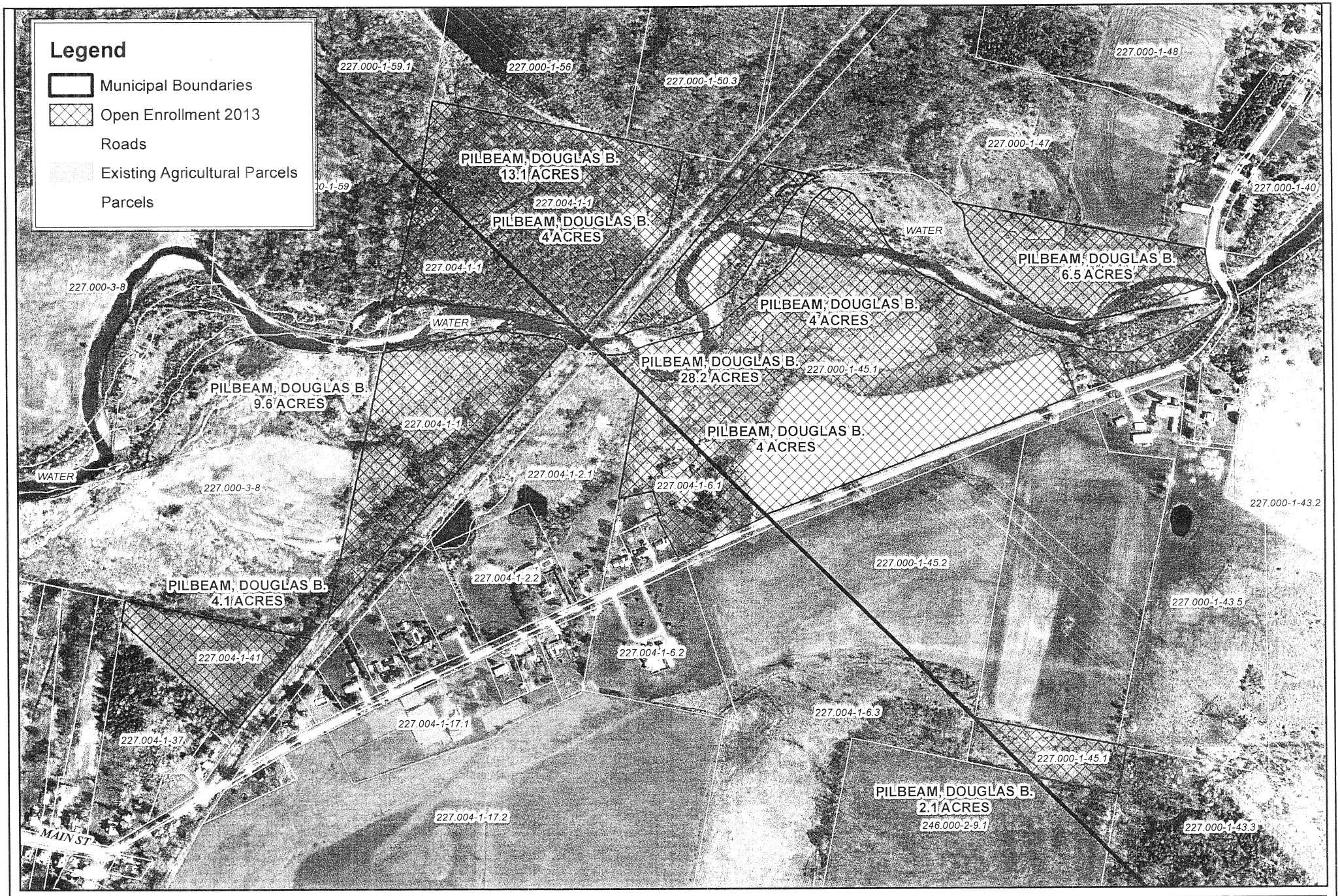


PILBEAM, DOUGLAS B.
Marcy/Trenton

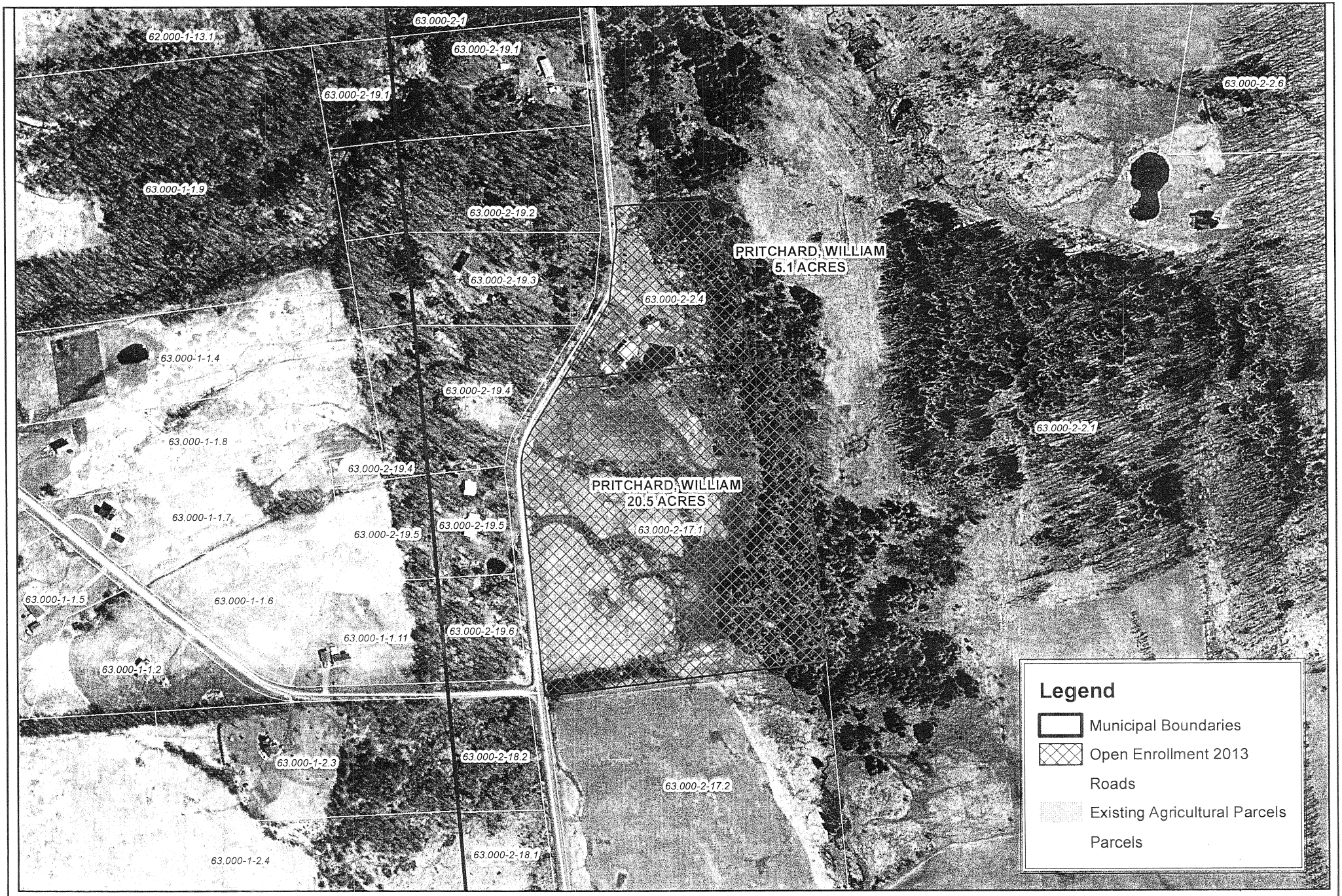
75.6 acres

Scale: 1 inch = 500 feet

Agricultural District Open Enrollment

Oneida County
2013

This information has been compiled for planning purposes and may not be reproduced or transmitted for commercial purposes or for any other purpose without the prior approval of the Herkimer Oneida Counties Comprehensive Planning Program (HOCCPP). The HOCCPP shall not be liable for any misuse or misrepresentation of this information. The HOCCPP makes no claim as to the completeness or accuracy of the data contained hereon.



PRITCHARD, WILLIAM
Boonville

25.6 acres

0 200 400 800
Feet

Scale: 1 inch = 400 feet

Agricultural District
Open Enrollment
Oneida County
2013

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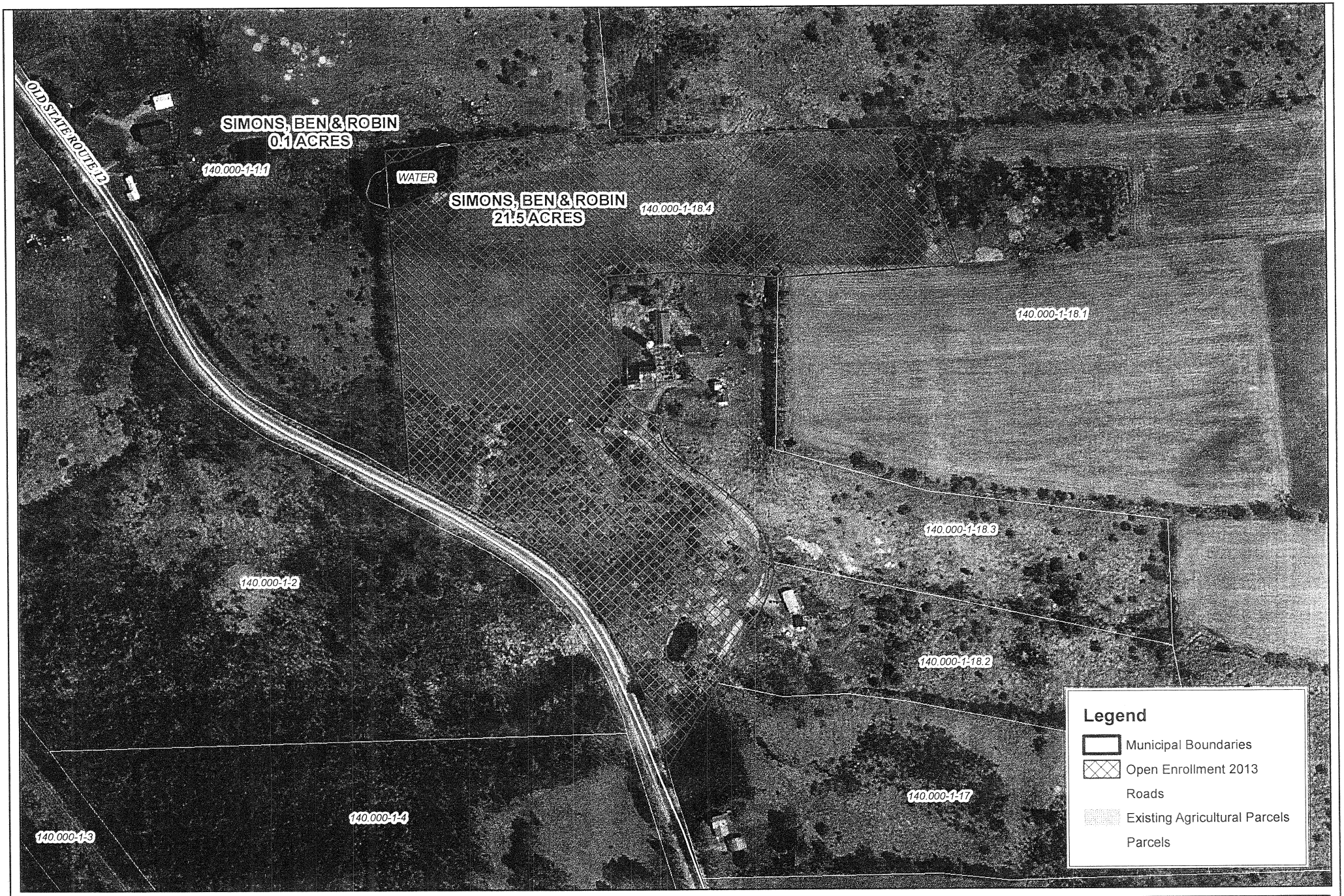

SIMONS, BEN & ROBIN
Remsen
21.6 acres

0 150 300 600
Feet

Scale: 1 inch = 300 feet

Agricultural District
Open Enrollment
Oneida County
2013

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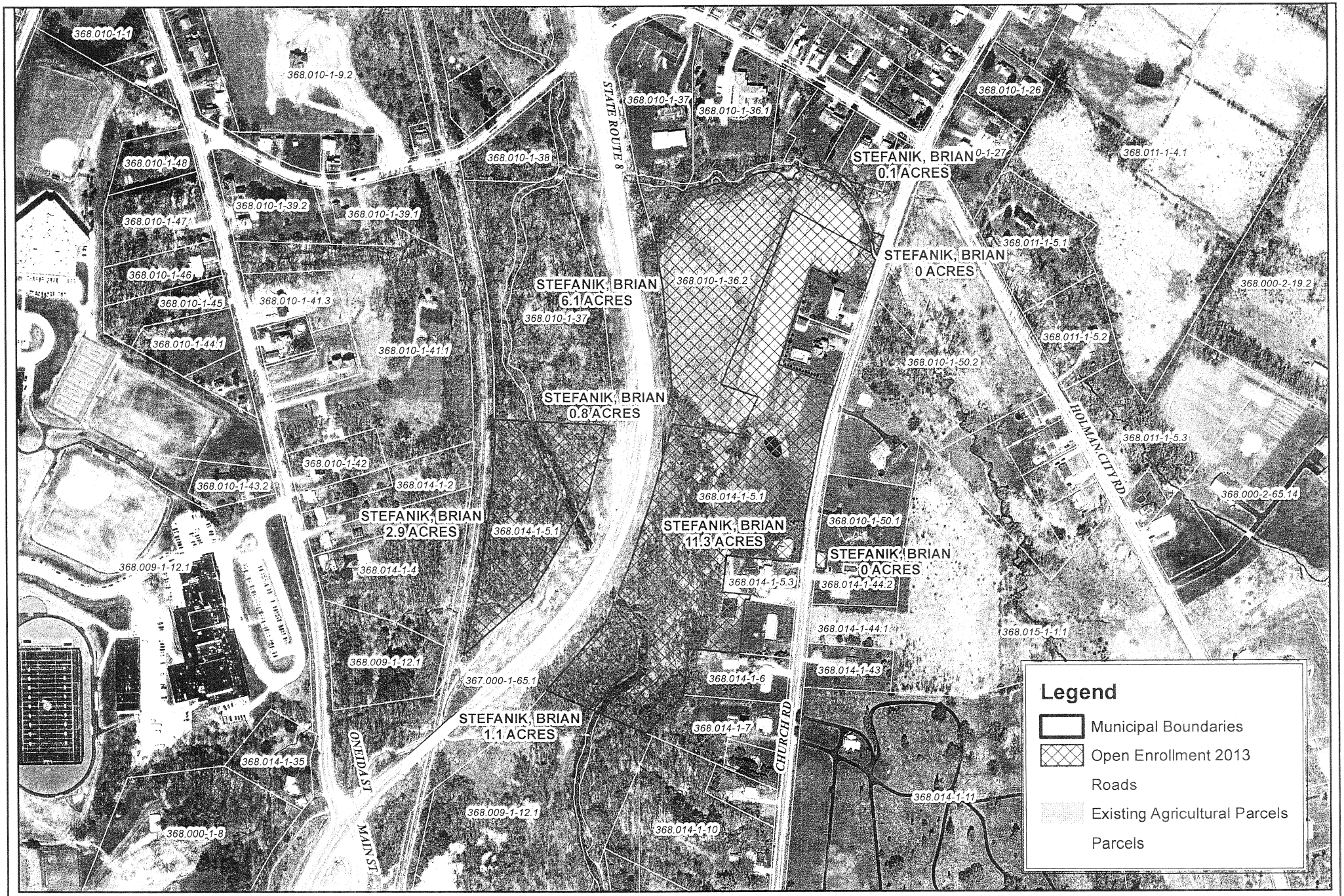

STEFANIK, BRIAN
Paris

22.3 acres

0 200 400 800
Feet

Scale: 1 inch = 400 feet

Agricultural District
Open Enrollment
Oneida County
2013

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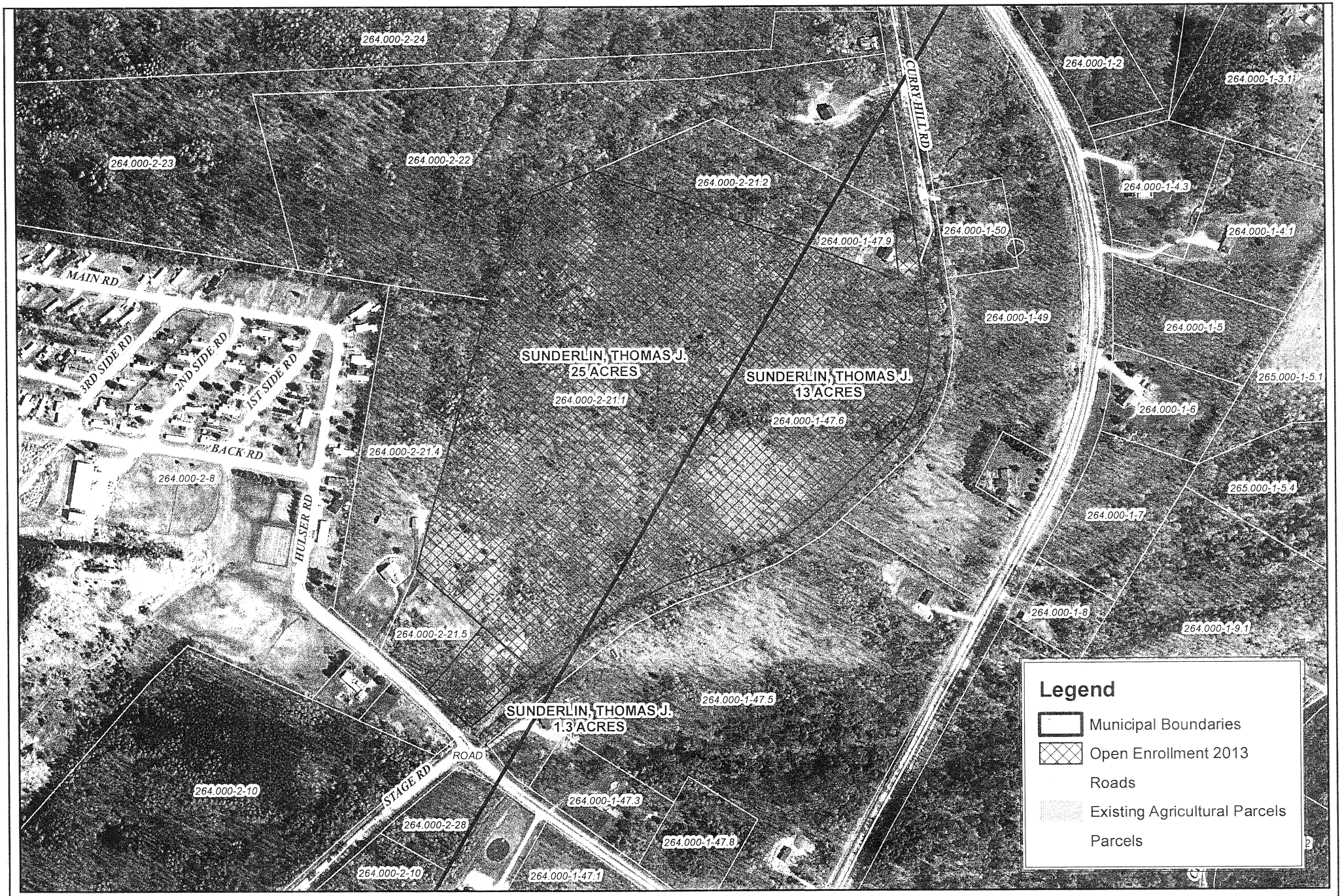

SUNDERLIN, THOMAS J.
Trenton/Deerfield

39.3 acres

0 200 400 800
Feet

Scale: 1 inch = 400 feet

Agricultural District
Open Enrollment
Oneida County
2013

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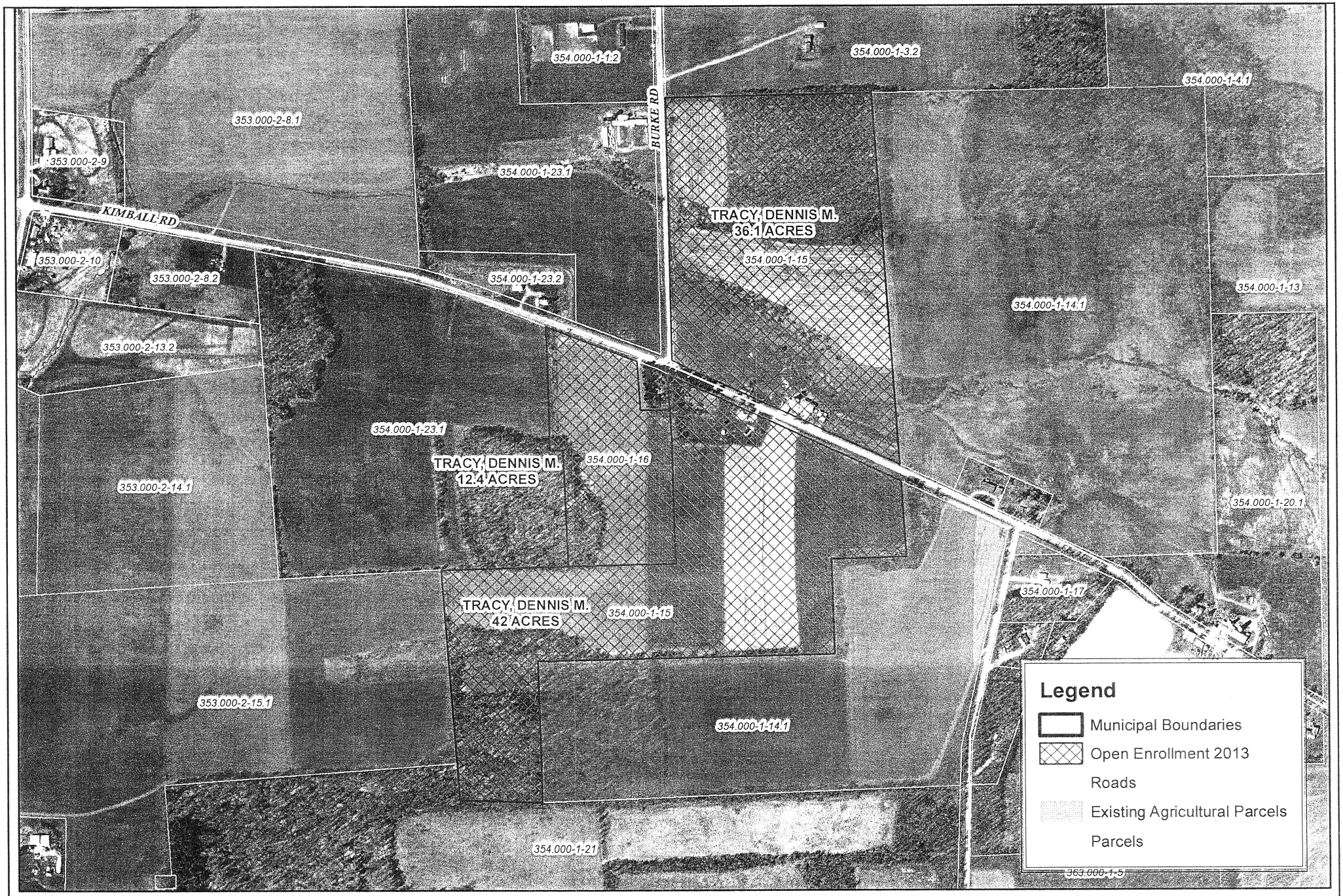

TRACY, DENNIS M.
Augusta

90.4 acres

0 300 600 1,200
Feet

Scale: 1 inch = 600 feet

Agricultural District
Open Enrollment
Oneida County
2013

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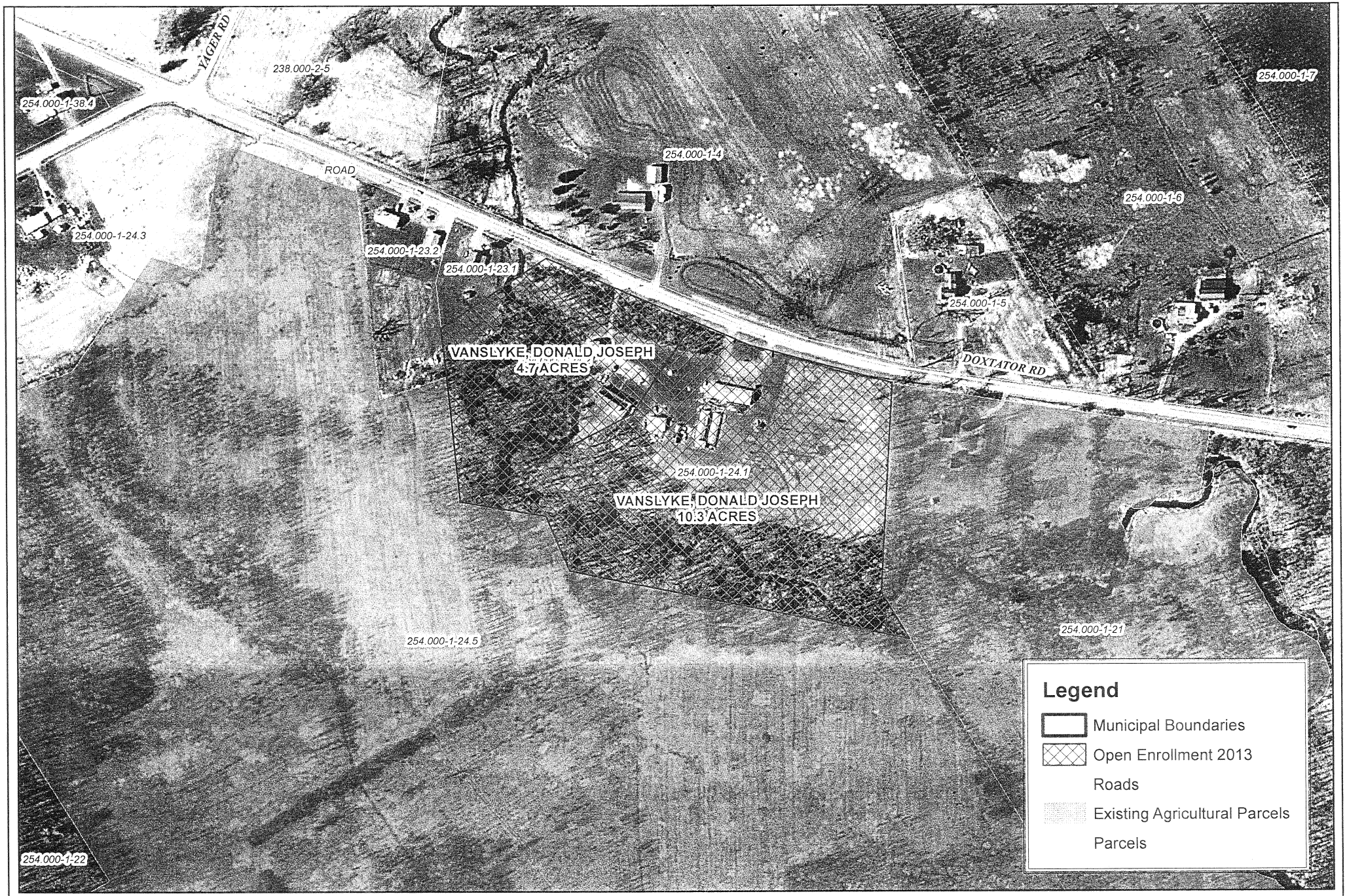

VANSLYKE, DONALD J.
Verona

15 acres

0 150 300 600
Feet

Scale: 1 inch = 300 feet

Agricultural District
Open Enrollment
Oneida County
2013

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ONEIDA COUNTY FARMLAND PROTECTION BOARD

Brymer Humphreys, Chair

Paul Snider • Thomas Cassidy • George Gafner • Michael J. Cosgrove • Andy Gale
Howard Regner • Marty Broccoli • John R. Kent, Jr. • Kathy Pilbeam • Clifford Kitchen

Farmland Protection Board Minutes
March 26, 2013

Present: Brymer Humphreys, Guy Sassaman, Howard Regner, Mike Cosgrove, Paul Snider, Tom Cassidy, Marty Broccoli, Remi Link and Caroline Williams.

Meeting was called to order by Humphreys at 11:15AM

Motion by Regner to approve the February minutes. Second by Sassaman. Motion carried.

Open Enrollment: The board reviewed two additional applications for open enrollment.

Old Business: Sassaman was in contact with Mr. Peckham. His land is rented by another farmer that is currently in the district. Humphreys has been in contact with Mr. Smith and suggested that he attend the public hearing to answer questions about his application.

Motion to approve the two new applications and the Peckham application by Regner. Second by Cosgrove. Motion Carried.

PUBLIC HEARING

The floor was opened at the public at 11:30 AM by Humphreys.

Attendees were Doug Pilbeam, Kathy Pelton Smith and Jason Smith.

Mr. Pilbeam was told his application was accepted by the Farmland Protection Board's last meeting. His property is in the Towns of Marcy and Trenton. He purchased an existing dairy farm and has since changed the use to pastured poultry, maples syrup and honey. Currently he has been told that he was in violation from the Town of Marcy regarding his free range poultry and his apiaries. He was told the only allowed use for his property was a dairy farm. He has since complied with the town and re-located his poultry to his Trenton property. He would like to expand his farm operation and utilize his property in Marcy. The board explained the process of certification into an agricultural district and advised him to wait before he expanded on his property in the Town of Marcy.

Mr. Smith was asked by the board to explain his farm operation for the property he submitted for open enrollment. Currently they have 6.1 acres of land, six horses, chickens and turkeys for personal use. The board explained the three qualifications for equine under the Agricultural and Markets Law (AML).

The public hearing was closed at 12:05PM

Smith Application: At this time, the Smith's do not qualify to be included into an agricultural district. However, if they can demonstrate that they are preforming a farm operation as defined in the AML then they can re-apply at the next open enrollment. Link will draft a response letter and send to the Smith's.

Motion by Cosgrove to not accept the Smith application at this time until they can demonstrate a defined farm operation as described in the AML. Second by Regner. Motion Carried.

Update on Farmland Protection Plan: An acknowledgement letter has been received from the NYS Department of Agriculture and Markets on the intentions of Oneida County updating the Farmland Protection Plan.

Town of Paris Update: Humphreys received a generic review of the Town of Paris draft zoning revisions from Ag. And Markets.

Meeting was adjourned at 12:30PM.

Next meeting on Tuesday June 18th, 2013 at 11:30AM followed by lunch.

LEGAL NOTICES DEPARTMENT
Utica Observer-Dispatch ~ Little Falls Times ~
Herkimer Telegram ~ Mid York Weekly
221 Oriskany Plaza, Utica, NY 13501

(315) 792-4918 - Direct Line
(315) 792-4900 - Fax
legals@uticaod.com

This Proof has been prepared for:

Phyllis Parry
ONEIDA COUNTY
BOARD OF LEGISLATORS
800 Park Ave.
Utica, NY 13501

For Publication in the:
[x] Observer Dispatch
[ ] Herkimer Telegram
[ ] Little Falls Times
[ ] Mid-York Weekly

[x] e-Mailed Proof - OR - [ ] Faxed Proof

Proof & Cost

Ad #: 000416578
Run Date(s): 03/19/2013

Cost of Notice: $29.42
Affidavit of Publication: $30.00
Total Order Price: $59.42

Note:
We received your legal notice to be published in the Observer Dispatch on **March 19, 2013**. Please find your legal notice attached for review. Please confirm this notice is approved to run at your earliest convenience.

Thank you, Linda

Linda Grayson Garcea
Legal Department
legals@uticaod.com
Telephone: 315-792-4918
Fax: 315-792-4900

NOTICE OF PUBLIC HEARING AGRICULTURAL DISTRICTS OPEN ENROLLMENT

NOTICE IS HEREBY GIVEN, that a public hearing shall be held by the Oneida County Board of Legislators on Tuesday, March 26, 2013 at 11:30 AM at the Cornell Cooperative Extension Office in Oriskany, 121 Second Street, Oriskany, NY.

Said public hearing is being held to consider applications submitted by landowners (during the Open Enrollment period January 1-January 31) in compliance with Section 303(b) of the Agriculture and Markets Law for inclusion of viable agricultural land in an Agricultural District prior to its sanctioned review period.

Proposed recommendations of the Oneida County Farmland Protection Board may be examined in the Oneida County Planning Department at the Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501.

All parties of interest and citizens will be heard by the Oneida County Board of Legislators at the public hearing.

ONEIDA COUNTY
BOARD OF
LEGISLATORS
Mikale Billard, Clerk
OD: 03/19/2013.

Note: Please confirm you need a proof of publication Affidavit, the cost shown is $30. Let me know. Thanks.

State of New York
County of Oneida } **ss:**

I, Amanda Trainham,
being sworn, says she is, and during the time hereinafter mentioned, was Legal Advertising Representative of the DAILY SENTINEL, a newspaper printed and published in the County of Oneida, aforesaid; and that the annexed printed Notice was inserted and published in said Newspaper once/ commencing

on the 16th day of March, 20 13

to wit: March 16th, 2013

March 16th, 20 13

Amanda Trainham

Sworn to before me this 18th day of March, 20 13

Jennifer E Fox Notary Public

JENNIFER E FOX
Notary Public, State of New York
Oneida County, [illegible]
My Commission Expires [illegible] 14

LEGAL NOTICE
NOTICE OF PUBLIC HEARING
AGRICULTURAL DISTRICTS
OPEN ENROLLMENT

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ONEIDA COUNTY BOARD
OF LEGISLATORS
Mikale Billard, Clerk
MIKALE BILLARD, CLERK
DATED: March 14, 2013
3/16—1ti

ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini
Chairman
(315) 798-5900

Mikale Billard
Clerk
(315) 798-5404

George Joseph
Majority Leader

Frank D. Tallarino
Minority Leader

NOTICE

TO: TOWN CLERKS IN THE TOWNS OF:

ANNSVILLE	AUGUSTA
BOONVILLE	CAMDEN
DEERFIELD	FLOYD
MARCY	MARSHALL
NEW HARTFORD	PARIS
SANGERFIELD	TRENTON
WESTERN	WESTMORELAND
WHITESTOWN	UTICA
VERONA	

FROM: ONEIDA COUNTY BOARD OF LEGISLATORS OFFICE

DATE: MARCH 14, 2013

RE: PUBLIC HEARING NOTICE

The enclosed notice is being sent to you as a courtesy since there are properties within your town being considered for inclusion in an agricultural district at a public hearing scheduled for March 26th. "Official" notices have gone out for publication in the Rome Sentinel and Observer Dispatch and were printed, fulfilling our obligation to do so.

If interested in acquiring more information regarding specific properties, you may contact Guy Sassaman at the Oneida County Planning Department at 798-5910 or you may attend the public hearing on the 26th.

NOTICE OF PUBLIC HEARING

AGRICULTURAL DISTRICTS OPEN ENROLLMENT

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All parties of interest and citizens will be heard by the Oneida County Board of Legislators at the public hearing.

ONEIDA COUNTY BOARD OF LEGISLATORS

Mikale Billard, Clerk
MIKALE BILLARD, CLERK

DATED:

INTRODUCTORY NO.

F.N. NO. 2013-054

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO.

INTRODUCED BY: Mr. Porter
2ND BY:

RE: RESOLUTION SCHEDULING A PUBLIC HEARING FOR 11:30 AM ON TUESDAY, MARCH 26, 2013, FOR THE OPEN ENROLLMENT PERIOD FOR AGRICULTURAL DISTRICTS

WHEREAS, On December 10, 2003, the Oneida County Board of Legislators adopted Resolution #365 designating an "Open Enrollment" period (January 1 through January 31) to consider the inclusion of any viable agricultural land in an Agricultural District prior to its established review period, and

WHEREAS, one or more requests for inclusion of predominately viable agricultural land within existing certified agricultural district have been filed with the Oneida County Board of Legislators, and said requests have been received by the Farmland Protection Board for consideration and recommended for inclusion, now, therefore, be it hereby

RESOLVED, that the Oneida County Board of Legislators shall conduct a public hearing on said requests, and it is further

RESOLVED, That the Clerk of the Oneida County Board of Legislators be, and hereby is, authorized and directed to cause a notice to be published in the Utica Observer Dispatch and Rome Sentinel in which will be stated the following: 1) A statement that one or more requests for inclusion of predominately viable agricultural land within existing certified agricultural district have been filed with the Oneida County Board of Legislators; 2) General identification of the land proposed to be included; 3) The time, place, and date of such Public Hearing; and 4) A statement that the Public Hearing shall be held to consider the request or requests and recommendations of the Farmland Protection Board; and it is further

RESOLVED, That said Public Hearing shall be held on Tuesday, March 26, 2013 at 11:30 am at Cornell Cooperative Extension.

APPROVED: Ways & Means Committee

DATED: March 13, 2013

Adopted by the following vote:
AYES NAYS ABSENT

ONEIDA COUNTY FARMLAND PROTECTION BOARD

Brymer Humphreys, Chair

Thomas Cassidy • George Gafner • Michael J. Cosgrove • Andy Gale
Patrick H. Brennan • Marty Broccoli • John R. Kent, Jr. • Kathy Pilbeam
Paul Snider • Clifford Kitchen

NOTICE

TO: ALL ONEIDA COUNTY TOWN CLERKS

FROM: BRYMER HUMPHREYS,
CHAIR, FARMLAND PROTECTION BOARD

DATE: DECEMBER 14, 2012

Please post the enclosed notice in your municipal building.

Oneida County has designated the month of January to be Open Enrollment Period for persons applying to be included in an agricultural district. In September of 2003, the Department of Agricultural and Markets amended a section of the law adding section 303-b which states that counties must select a 30 day period in which a landowner can submit a request for inclusion of any viable agricultural land in an already established Agricultural District. Oneida County has selected January, with applications being accepted until **JANUARY 31ST .**

The procedure will be as follows:

1. Persons wishing to submit an application should pick up forms at their Town Clerk's Office, complete the forms and return them to the Oneida County Planning Department, Union Station, 321 Main St., Utica, NY 13501, **postmarked by January 31st, 2013.**

2. Applications will then be reviewed by the Farmland Protection Board, after which time, the Farmland Protection Board will request to commence a Public Hearing. The members will vote to adopt or reject the inclusion of such land.

3. The Farmland Protection Board will forward the results of the Public Hearing, along with their recommendations to the County Board of Legislators.

4. The County Board of Legislators will have the final vote for acceptance and then will forward their resolution to the Commissioner of Agriculture and Markets who certifies that the inclusion of such land would serve the public interest by assisting in maintaining a viable agricultural industry within the district.

5. Within 30 days, the Commissioner of Ag & Markets will send notice of certification to the County and notification will be made to the individuals that submitted applications. Once the parcels have been certified by the State, assessors can make changes to the tax rolls.

If you have any questions, you may contact me at 793-3108, Guy Sassaman at the Oneida County Planning Department at 798-5710 or at the Department of Agriculture and Markets at 518-457-2713.

Thank you in advance for your attention and cooperation.

enclosures
cc: Farmland Protection Board Members
Ronald Bunce, Director, Cooperative Extension
Marty Broccoli, Cooperative Extension

ONEIDA COUNTY FARMLAND PROTECTION BOARD

Brymer Humphreys, Chair

Thomas Cassidy ◆ George Gafner ◆ Michael J. Cosgrove ◆ Andy Gale
Patrick H. Brennan ◆ Marty Broccoli ◆ John R. Kent, Jr. ◆ Kathy Pilbeam
Paul Snider ◆ Clifford Kitchen

December 4, 2012

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

Dear Mr. Billard:

The Farmland Protection Board will be accepting open enrollment applications for inclusion into agricultural districts for a 30 day period beginning January 1, 2013 through January 31, 2013 pursuant to Resolution No. 365, passed by the Oneida County Board of Legislators on December 10, 2003.

I ask that you please file this correspondence as official notice to the Board of Legislators that the 30 day open enrollment period will begin January 1, 2013 and subsequent to review by the Farmland Protection Board, these applications will require legislative approval.

Respectfully submitted,

Brymer Humphreys

Brymer Humphreys
Chair, Farmland Protection Board

p

Oneida County Farmland Protection Board * C/O Cornell Cooperative Extension
121 Second Street * Oriskany, New York * 13424 * (315) 736-3394

ONEIDA COUNTY BOARD OF LEGISLATORS

Harmony Speciale, 728 Noyes Street, Utica, New York 13501
Home Phone: (315) 679-1808 Business (315) 797-1617

April 8, 2013

FN 20 _____ - _____

WAYS & MEANS

RECEIVED
APR - 8 2013

Honorable Gerald J. Fiorini
Chairman, Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue, FL-10
Utica, NY 13501

Dear Chairman Fiorini:

Please find enclosed the legislation pertaining to an amendment to Rule 52 of the Board of Legislators Rules of the Board. As a newer member of the Board it is sometimes difficult to get to every meeting or to obtain specific details regarding a docket. While the department heads are typically available, I find that some of the elected officials may or may not be at the Board meeting. If an elected or their representative were guaranteed to be available, it would enable the answering of questions as they arise which would then facilitate voting on various measures. It is also an advantage to be able to make inquiries to elected officials on Board day as it is sometimes difficult to fit within their schedules. Certainly if the County Executive or his representative can make himself available, it should not be too much to ask for other elected officials to manage to s do the same.

I would appreciate your moving this legislation forward to the appropriate committee for consideration and potential action. If you would like to meet to discuss the proposal, please contact me as I would welcome the opportunity. Thank you for your consideration of this legislation.

Sincerely,

Harmony Speciale (pnn)

HARMONY SPECIALE, (D)
Legislator, 22nd District - Utica

Encl (1)

F.N. 2013-XXX
NO. XXX

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. XXX

INTRODUCED BY: Ms. Speciale
2ND BY:

RE: AMENDMENT TO RULE NO. 52 OF THE ONEIDA COUNTY BOARD OF LEGISLATORS RULES OF THE BOARD

LEGISLATIVE INTENT: The amendment will reflect consistency between Rule No. 52 of the Rule of the Board with similar rules such as Rule No. 55 (H)

PURPOSE: The purpose of this amendment is two-fold, one element being to ensure consistency within the Rules of the Board with regard to attendance at Board of Legislator meetings for Department Heads and elected county officials having pending legislative actions coming before the Board of Legislators at that specific Board of Legislators meeting. Secondarily is the intent to ensure that questions arising at the Board of Legislators meeting can be satisfactorily answered by the elected official or his/her representative and thus enable action to be taken on the legislation at hand.

The Oneida County Board of Legislators Rules of the Board shall be amended as follows (changes indicated in bold and italics):

RULE NO. 52. The County Executive, ***elected county officials (Sheriff, Comptroller, District Attorney, County Clerk)*** and all Department Heads shall be available on all days when the Board of County Legislators is in session for appearance before the Board of the committees of the Board. When for reasons beyond their control, Department Heads, ***the County Executive and elected county officials*** are not available, a qualified person from that department must be available to furnish information required.

WHEREAS, the amendment specified herein will yield consistency within the Rules of the Board, and

WHEREAS, it is in the best interest of the citizens of Oneida County to enable the Board of Legislators to act efficiently and effectively during their deliberations of proposed legislation, and

WHEREAS, the proposed amendment will satisfy the ability of the legislators to act expeditiously,

NOW, THEREFORE BE IT HEREBY RESOLVED, that this Legislation is approved by the Oneida County Board of Legislators and said Rules of the Board are amended as proposed.

APPROVED:

DATED:

AYES NAYS ABSENT

ONEIDA COUNTY BOARD OF LEGISLATORS

Dave Gordon, 7 Woodland Road, New Hartford, New York 13413
Cell Phone: (315) 240-1958

April 4, 2013

RECEIVED
APR – 4 2013

FN 20 13-155

WAYS & MEANS

Honorable Gerald J. Fiorini
Chairman, Oneida County Board of Legislators
Oneida County Office Building
800 Park Avenue – FL 10
Utica NY 13501

Dear Chairman Fiorini:

Attached please find legislation providing for the opportunity for voters to decide on alterations to the existing terms of office for certain elected officials. The public clearly demonstrated its support, when provided the opportunity, to have a voice in its government when they voted to reduce the size of the Board of Legislators. Similarly, the public should have the opportunity to exercise their wishes when it comes to the length of terms of service they find appropriate from their elected officials. As elected officials, we are here ONLY to serve the public. As the Constitution of our great nation is based upon the philosophy of citizen legislators, Oneida County should ensure that we adhere to that concept as well. There should be no career politicians among us as we are to bring our every-day abilities and skills to the citizens to resolve issues as they arise and we are then to return to our areas of employment to enable others to engage and become involved with resolving problems, perhaps from a very different perspective and hopefully with greater success!

To that end, I have crafted legislation that reflects the need for reasonable term limits for the offices of County Legislator, County Executive and County Comptroller. As this action is subject to permissive referendum, its passage only accomplishes the placement of the question on the General Election ballot for determination by the citizens of Oneida County. I would hope and anticipate that the forwarding of this legislation to the appropriate committees and to the full board for action would be as expeditious as was that of the legislation enabling the citizen vote regarding the reduction of the Board of Legislators.

Thank you for your time and consideration. Should you have any questions please feel free to contact me at your convenience. It is imperative that we all work together to demonstrate to the voters that their involvement is crucial and their apathy and mistrust is not warranted!

Sincerely,

David Gordon

David Gordon, (D) – New Hartford
Oneida County Legislator

Atch: Legislation

F.N. 2013-XXX
NO. XXX

ONEIDA COUNTY BOARD OF LEGISLATORS

RESOLUTION NO. XXX

INTRODUCED BY: Mr. Gordon
2ND BY:

RE: PROPOSED CHARTER LAW ____ of 2013 TO BE PLACED ON THE GENERAL ELECTION 2013 BALLOT

A CHARTER LAW TO REFORM COUNTY GOVERNMENT AND RESTRICT SPECIAL INTERESTS BY LIMITING THE TERMS OF OFFICE OF CERTAIN COUNTY ELECTED OFFICIALS

LEGISLATIVE INTENT: The public has clearly demonstrated its dissatisfaction with elected officials holding office for extended periods of time resulting in voter apathy and disinterest. The public perceives that elected officials are not only able to entrench themselves in public office at the taxpayers' expense, but are also able to insulate themselves from the true needs and wishes of the people. Finally, special interests are able to wield great influence on the governmental process when there is no limit on the terms of office of elected officials. All such elements were decisively presented with the approval of the reduction of the Board of Legislators. Additionally, this is not simply a local determination, it is also carried out nation-wide with similar local laws in numerous states and cities including (but not limited to): Oklahoma; California; Colorado; Nebraska; Ohio; Arizona; Michigan; Montana; Arkansas; North and South Dakota; Oregon; Washington; Wyoming; San Antonio and Houston, Texas; Jacksonville, Florida; and Wichita, Kansas. The New York State counties of Westchester, Broome, Suffolk, Cattaraugus, New York City, Steuben and Monroe have previously implemented this citizen representation approach to county government as clearly stipulated in the Constitution of the United States.

PURPOSE: Therefore, the purpose of this law is to prospectively impose a ten (10) year term limit on consecutive service by Oneida County Legislators and an eight (8) year term limit on consecutive service by the elected county-wide officials specified as County Executive and County Comptroller. The changes, subject to permissive referendum, will appear on the ballot at the upcoming election of November 2013.

The Oneida County Charter and Administrative Code shall be amended to add the following section:

SECTION 107. <u>Limited Terms of Office for Certain Elected Officials.</u> The term of office for Oneida County Legislators shall be two (2) years, which shall begin on the first day of January following the general election at which the County Legislators are elected. Commencing with the General Election of 2015 and continuing thereafter, no person shall serve as a County Legislator for more than ten (10) consecutive years.

The term of office of the County Executive shall be four (4) years, from and including the first day of January next following the general election at which the County Executive is elected. The first election of the County Executive having been conducted at the general election in 1959, the election of a County Executive for a full term shall be held each fourth year thereafter. Commencing with the General Election of 2015 and continuing thereafter, no person shall serve as County Executive for more than eight (8) consecutive years.

The term of office of the County Comptroller shall be four (4) years, from and including the first day of January next following the general election at which the County Comptroller is elected. Commencing with the General Election of 2015 and continuing thereafter, no person shall serve as County Comptroller for more than eight (8) consecutive years.

WHEREAS, the limitations specified herein shall not nullify the term of office of any County Legislator, County Executive or County Comptroller currently holding office who has already served ten (10) consecutive years as a County Legislator, County Executive or County Comptroller; and

WHEREAS, it is in the best interest of the citizens of Oneida County to enable the voters to approve the maximum length of terms of service for publicly elected county officials; and

WHEREAS, said approval is mandated by permissive referendum of the electors, and

FURTHER, The proposition to be submitted to the voters at the general election pursuant to this resolution shall be in the following form:

"Shall Resolution No. XXX-2013, Adopting a Charter Law to Reform County Government and Restrict Special Interests by Limiting the Terms of Office of County Legislators to Ten (10) Consecutive Years and County-wide Elected Officials Known as the County Executive and County Comptroller to Eight (8) Successive Years, be Approved?"

NOW, THEREFORE BE IT HEREBY RESOLVED, that this Legislation is approved by the Oneida County Board of Legislators and said Charter Law will be placed in front of the voters for their action at the 2013 General Election.

APPROVED:

DATED:

AYES NAYS ABSENT